Amendment No. **7**
to
Contract No. NA120000097
for
Alcohol and Drug Testing Services
between
Occupational Health Centers of the Southwest P.A.
DBA Concentra Medical Centers
and the
City of Austin

1.0 The City hereby exercises the hold over provision of the above referenced contract for a period of 120 days in accordance with the hold over language in the "Term of Contract" provision which reads as follows:

> "Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

2.0 Effective April 9, 2018, the term for the hold over will be April 9, 2018 to August 6, 2018.

3.0 The total Contract amount is unchanged for the hold over period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 04/09/12 - 04/08/13	$62,340.00	$62,340.00
Amendment No. 1: Name change 11/22/12	$0.00	$62,340.00
Amendment No. 2: Option 1 04/09/13 – 04/08/14	$62,340.00	$124,680.00
Amendment No. 3: Option 2 04/09/14 – 04/08/15	$62,340.00	$187,020.00

Amendment No. 4: Option 3 04/09/15 – 04/08/16	$62,340.00	$249,360.00
Amendment No. 5: Option 4 04/09/16 – 04/08/17	$62,340.00	$311,700.00
Amendment No. 6: Option 5 04/09/17 – 04/08/18	$58,340.00	$370,040.00
Amendment No. 7: Holdover 04/09/18 – 08/06/18	$0.00	$370,040.00

4.0 MBE/WBE goals were not established for this contract.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date:

4-6/18

Roger Stricklin, Procurement Specialist IV
City of Austin Purchasing Office

Amendment No. 6
of
Contract No. NA120000097
for
Alcohol and Drug Testing
between
Occupational Health Centers of the Southwest PA
dba Concentra Medical Centers
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective April 9, 2017 to April 8, 2018 No option remain.

2.0 The total contract amount is increased by $58,340.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 04/09/12 - 04/08/13	$62,340.00	$62,340.00
Amendment No. 1: Name change 11/22/13	$0.00	$62,340.00
Amendment No. 2: Option 1 04/09/13 – 04/08/14	$62,340.00	$124,680.00
Amendment No. 3: Option 2 04/09/14 – 04/08/15	$62,340.00	$187,020.00
Amendment No. 4: Option 3 04/09/15 – 04/08/16	$62,340.00	$249,360.00
Amendment No. 5: Option 4 04/09/16 – 04/08/17	$62,340.00	$311,700.00
Amendment No. 6: Option 5 04/09/17 – 04/08/18	$58,340.00	$370,040.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

DocuSigned by:
Sign and Date: Robert G. Hassett, D.O., MPH
4EE06EDAE91D4D4...
Printed Name: Robert G. Hassett, D.O., MPH
Authorized Representative

Sign and Date: Linell Goodin-Brown 4-11-17
Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

Occupational Health Centers of the Southwest PA
dba Concentra Medical Centers
10200 North Broadway
San Antonio, Texas 78217

understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of Authorized Person: Jeff Dilbert

Signature:

Title: Contract Compliance Manager, Corporate

Date 4/9/2012

Amendment No. 5
of
Contract No. NA120000097
for
Alcohol and Drug Testing
between
Occupational Health Centers of the Southwest PA
dba Concentra Medical Centers
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective April 9, 2016 the term for the extension option will be April 9, 2016 to April 8, 2017 and there is one remaining option.

2.0 The total contract amount is increased by $62,340.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 04/09/12 - 04/08/13	$62,340.00	$62,340.00
Amendment No. 1: Name change 11/22/13	$0.00	$62,340.00
Amendment No. 2: Option 1 04/09/13 – 04/08/14	$62,340.00	$124,680.00
Amendment No. 3: Option 2 04/09/14 – 04/08/15	$62,340.00	$187,020.00
Amendment No. 4: Option 3 04/09/15 – 04/08/16	$62,340.00	$249,360.00
Amendment No. 5: Option 4 04/09/15 – 04/08/16	$62,340.00	$311,700.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

DocuSigned by:
Sign and Date: Robert G. Hassett, D.O., MPH
4EE06EDAE91D4D4...
Printed Name: Robert G. Hassett, D.O., MPH
Authorized Representative

President, Treasurer and Corporate Secretary

Occupational Health Centers of the Southwest PA
dba Concentra Medical Centers
10200 North Broadway
San Antonio, Texas 78217

10/13/2016

Sign and Date: Linell Goodin-Brown 11/3/16
Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

Amendment No. 4
of
Contract No. NA120000097
for
Alcohol and Drug Testing
between
Occupational Health Centers of the Southwest PA
dba Concentra Medical Centers
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective April 9, 2015 the term for the extension option will be April 9, 2015 to April 8, 2016 and there are two remaining options.

2.0 The total contract amount is increased by $62,340.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 04/09/12 - 04/08/13	$62,340.00	$62,340.00
Amendment No. 1: Name change 11/22/13	$0.00	$62,340.00
Amendment No. 2: Option 1 04/09/13 – 04/08/14	$62,340.00	$124,680.00
Amendment No. 3: Option 2 04/09/14 – 04/08/15	$62,340.00	$187,020.00
Amendment No. 4: Option 3 04/09/15 – 04/08/16	$62,340.00	$249,360.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Robert G Hassett DO MPH
Robert G Hassett DO MPH (Apr 8, 2015)

Printed Name:
Authorized Representative

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Occupational Health Centers of the Southwest PA
dba Concentra Medical Centers
10200 North Broadway
San Antonio, Texas 78217

Amendment No. 3
of
Contract No. NA120000097
for
Alcohol and Drug Testing
between
Occupational Health Centers of the Southwest PA
dba Concentra Medical Centers
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective April 9, 2014 the term for the extension option will be April 9, 2014 to April 8, 2015 and there are three remaining options.

2.0 The total contract amount is increased by $62,340.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 04/09/12 - 04/08/13	$62,340.00	$62,340.00
Amendment No. 1: Name change 11/22/13	$0.00	$62,340.00
Amendment No. 2: Option 1 04/09/13 – 04/08/14	$62,340.00	$124,680.00
Amendment No. 3: Option 2 04/09/14 – 04/08/15	$62,340.00	$187,020.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: MARK JUBA
Authorized Representative

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Occupational Health Centers of the Southwest PA
dba Concentra Medical Centers
10200 North Broadway
San Antonio, Texas 78217

Amendment No. 1
of
Contract No. NA120000097
for
Alcohol and Drug Testing
between
Occupational Health Centers of the Southwest PA
and the
City of Austin

1.0 The City hereby exercises the extension option for the above-referenced contract. Effective April 9, 2013 the term for the extension option will be April 9, 2013 to April 8, 2014 and there are four remaining options.

2.0 The total contract amount is increased by $62,340.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Contract Amount
Basic Term: 04/09/12 - 04/08/13	$62,340.00	$62,340.00
Amendment No. 1: Option 1 04/09/13 – 04/08/14	$62,340.00	$124,680.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Printed Name: W. Tom Fogarty, M.D.
Authorized Representative

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Occupational Health Centers of the Southwest PA
10200 North Broadway
San Antonio, Texas 78217

Amendment No. 1
of
Contract No. NA120000097
For
Alcohol & Drug Testing Services
Between
Concentra Health Services, Inc.
and
The City of Austin

1. The Contract is hereby amended as follows: Change the Contractor's name and other information as requested by the Contractor on 110/22/12:

	From	To
Vendor Name	Concentra Health Services, Inc.	**Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers**
Vendor Code (for City use only)	VC0000102514	**OCC6120410**
Vendor Federal Tax ID (FEIN)	[redacted]	[redacted]

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Cynthia Gonzales

Cynthia Gonzales
Corporate Contract Compliance Manager
City of Austin, Purchasing Office

12/3/12
Date

ASSIGNMENT AGREEMENT

Contract Number(s)/Description:	NA120000097
ASSIGNOR'S NAME:	Concentra Health Services, Inc.
State of Incorporation:	Nevada
City and State of Principal Office:	Addison, Texas
ASSIGNEE'S NAME:	Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers
State of Incorporation:	Texas
City and State of Principal Office:	Addison, Texas
Type of Agreement:	Services Agreement
Effective Date of Agreement:	December 14, 2011

The Assignor, a company duly organized and existing under the laws of the above State with its principal office in the above location, Assignee, a company duly organized and existing under the laws of the above State with its principal office in the above location; and the City of Austin (the City) enter into this Agreement as of the above stated effective date.

a. THE PARTIES AGREE TO THE FOLLOWING FACTS:

1. The City has entered into the above referenced contract with the Assignor. "The contract," as used in this Agreement, means the above contract, including all Amendments, made between the City and the Assignor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the City or the Assignor has any remaining rights, duties, or obligations under this contract).

2. As of the above stated effective date:

a. the Assignor has transferred to the Assignee all the rights of the Assignor under the contract by virtue of a written agreement between the Assignor and the Assignee.

b. The Assignee has acquired all the rights of the Assignor under the contract by virtue of the above transfer.

c. The Assignee has assumed all obligations and liabilities of the Assignor under the contract by virtue of the above transfer.

3. The Assignee is in a position to fully perform all obligations that may exist under the contract.

4. It is consistent with the City's interest to recognize the Assignee as the successor party to the contract.

5. Evidence of the above transfer has been filed with the City.

b. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

1. The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the City that it now has or may have in the future in connection with the contract.

2. The Assignee agrees to be bound by and to perform the contract in accordance with the conditions contained in the contract. The Assignee also assumes all obligations and liabilities of, and all claims against the Assignor under the contract as if the Assignee was the original party to the contract.

3. The Assignee ratifies all previous actions taken by the Assignor with respect to the contract, with the same force and effect as if the action had been taken by the Assignee.

4. The City recognizes the Assignee as the Assignor's successor in interest in and to the contract. The Assignee by this Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the contract as if the Assignee was the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Assignee.

5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the City against the Assignor.

6. All payments and reimbursements previously made by the City to the Assignor, and all other previous actions taken by the City under the contract, shall be considered to have discharged those parts of the City's obligations under the contract. All payments and reimbursements made by the City after the date of this Agreement in the name of or to the Assignee shall have the same force and effect.

7. The Assignor and the Assignee agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the City in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract.

8. The contract shall remain in full force and effect, except as modified by this Agreement. The parties have caused this Agreement to be executed by their duly authorized person as of the day and year first above written.

BY (Printed Name): Edward H. Bucknam

(Signature): Edward H Bucknam

Title: Executive Vice President

Assignor

BY (Printed Name): W. Tom Fogarty, M.D.

(Signature): W. Tom Fogarty

Title: President

Assignee

Federal Tax ID # 75-2014828

BY (Printed Name): Cynthia Gonzales

(Signature): Cynthia Gonzales

Title: Contract Compliance Manager, Corporate

City of Austin

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

Offer Sheet

SOLICITATION NO: JSD0005REBID

DATE ISSUED: 12/5/2011

REQUISITION NO.: RQM 5800 11100500009

COMMODITY CODE: 95207

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Jeff Dilbert
Buyer II
Phone: (512) 974-2651

COMMODITY/SERVICE DESCRIPTION: Alcohol and Drug Testing Services

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM on 12/20/2011

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 2:15 PM on 12/20/2011

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING LINK:
http://www.ci.austin.tx.us/purchase/bidopenings.htm

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND SIX (4) SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Edward H. Bucknam
Executive Vice President, Chief Operating Officer
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [redacted]

Date: 12/14/11

Company Name: Concentra Health Services, Inc.

Address: 5080 Spectrum Drive, Suite 1200W

City, State, Zip Code Addison, TX 75001

Phone No. (800) 232.3550

Fax No. (972) 725.6439

Email Address: mikhail_koumoundouros@concentra.com

PDF processed with CutePDF evaluation edition www.CutePDF.com

500 West Main Street
P.O. Box 1438
Louisville, KY 40202
http://www.humana.com

news release

For More Information Contact:

Regina Nethery
Humana Investor Relations
(502) 580-3644
E-mail: Rnethery@humana.com

Tom Noland
Humana Corporate Communications
(502) 580-3674
E-mail: Tnoland@humana.com

John deLorimier
Concentra Corporate Communications
(972) 725-6447
E-mail: john_delorimier@concentra.com

HUMANA

Concentra

Humana Inc. Completes Acquisition of Concentra Inc.

LOUISVILLE, KY – December 21, 2010 – Humana Inc. (NYSE: HUM) today announced it has completed its previously announced acquisition of Concentra Inc., a privately held health care company based in Addison, Texas, for approximately $790 million in cash.

Through its affiliated clinicians, Concentra delivers occupational medicine, urgent care, physical therapy and wellness services to workers and the general public from more than 300 medical centers in 42 states. Nearly 3 million Humana medical members live near a Concentra center. In addition to its medical center locations, Concentra serves employer customers by providing a broad range of health advisory services and operating more than 240 worksite medical facilities.

Humana's consolidated revenues for the year ending December 31, 2011 are expected to increase by approximately $800 million in connection with this transaction. The company now expects consolidated earnings per diluted common share for the year ending December 31, 2011 of $5.45 to $5.65.

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Cautionary Statement

This news release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. When used in investor presentations, press releases, Securities and Exchange Commission (SEC) filings, and in oral statements made by or with the approval of one of Humana's executive officers, the words or phrases like "expects," "anticipates," "intends," "likely will result," "estimates," "projects" or variations of such words and similar expressions are intended to identify such forward-looking statements. These forward-looking statements are not

guarantees of future performance and are subject to risks, uncertainties, and assumptions, including, among other things, information set forth in the "Risk Factors" section of the company's SEC filings, a summary of which includes but is not limited to the following:

- Recently enacted health insurance reform, including The Patient Protection and Affordable Care Act and The Health Care and Education Reconciliation Act of 2010, could have a material adverse effect on Humana's results of operations, including restricting revenue, enrollment and premium growth in certain products and market segments, increasing the company's medical and administrative costs by, among other things, requiring a minimum benefit ratio, lowering the company's Medicare payment rates and increasing the company's expenses associated with a non-deductible federal premium tax; financial position, including the company's ability to maintain the value of its goodwill; and cash flows. In addition, if the new non-deductible federal premium tax is imposed as enacted, and if Humana is unable to adjust its business model to address this new tax, there can be no assurance that the non-deductible federal premium tax would not have a material adverse effect on the company's results of operations, financial position, and cash flows.
- If Humana does not design and price its products properly and competitively, if the premiums Humana charges are insufficient to cover the cost of health care services delivered to its members, or if its estimates of benefit expenses are inadequate, Humana's profitability could be materially adversely affected. Humana estimates the costs of its benefit expense payments, and designs and prices its products accordingly, using actuarial methods and assumptions based upon, among other relevant factors, claim payment patterns, medical cost inflation, and historical developments such as claim inventory levels and claim receipt patterns. These estimates, however, involve extensive judgment, and have considerable inherent variability that is extremely sensitive to payment patterns and medical cost trends.
- If Humana fails to effectively implement its operational and strategic initiatives, including its Medicare initiatives, the company's business may be materially adversely affected, which is of particular importance given the concentration of the company's revenues in the Medicare business.
- If Humana fails to properly maintain the integrity of its data, to strategically implement new information systems, or to protect Humana's proprietary rights to its systems, the company's business may be materially adversely affected.
- Humana is involved in various legal actions, which, if resolved unfavorably to Humana, could result in substantial monetary damages. Increased litigation and negative publicity could increase the company's cost of doing business.
- Humana's business activities are subject to substantial government regulation and related audits for compliance, including, among others, existing audits regarding Medicare risk adjustment data. New laws or regulations, or changes in existing laws or regulations or their manner of application, including the methodology that may be used by the government in implementing results of risk adjustment audits, could increase the company's cost of doing business, affect its revenue recognition, and may adversely affect the company's business, profitability and financial condition. In addition, as a government contractor, Humana is exposed to additional risks that may adversely affect the company's business or the company's willingness to participate in government health care programs.
- On October 5, 2010, Humana was notified that the Department of Defense TRICARE Management Activity intends to negotiate with Humana for an extension of Humana's administration of the TRICARE South Region contract, comprised of a one-year option period from April 1, 2011 through March 31, 2012. There can be no assurance, however, that the contract will be extended.
- Any failure to manage administrative costs could hamper Humana's profitability.
- Any failure by Humana to manage acquisitions and other significant transactions successfully may have a material adverse effect on its results of operations, financial position, and cash flows.
- If Humana fails to develop and maintain satisfactory relationships with the providers of care to its members, the company's business may be adversely affected.
- Humana's mail order pharmacy business is highly competitive and subjects it to regulations in addition to those the company faces with its core health benefits businesses.
- Changes in the prescription drug industry pricing benchmarks may adversely affect Humana's financial performance.

- If Humana does not continue to earn and retain purchase discounts and volume rebates from pharmaceutical manufacturers at current levels, Humana's gross margins may decline.
- Humana's ability to obtain funds from its subsidiaries is restricted by state insurance regulations.
- Downgrades in Humana's debt ratings, should they occur, may adversely affect its business, results of operations, and financial condition.
- Changes in economic conditions could adversely affect Humana's business and results of operations.
- The securities and credit markets may experience volatility and disruption, which may adversely affect Humana's business.
- Given the current economic climate, Humana's stock and the stock of other companies in the insurance industry may be increasingly subject to stock price and trading volume volatility.

In making forward-looking statements, Humana is not undertaking to address or update them in future filings or communications regarding its business or results. In light of these risks, uncertainties, and assumptions, the forward-looking events discussed herein may or may not occur. There also may be other risks that the company is unable to predict at this time. Any of these risks and uncertainties may cause actual results to differ materially from the results discussed in the forward-looking statements.

Humana advises investors to read the following documents as filed by the company with the SEC for further discussion both of the risks it faces and its historical performance:

- Form 10-K for the year ended December 31, 2009;
- Form 10-Q for the quarters ended March 31, 2010, June 30, 2010 and September 30, 2010;
- Form 8-Ks filed during 2010.

About Humana

Humana Inc., headquartered in Louisville, Kentucky, is one of the nation's largest publicly traded health and supplemental benefits companies, with approximately 10.1 million medical members and 7.0 million specialty members. Humana is a full-service benefits solutions company, offering a wide array of health, pharmacy and supplemental benefit plans for employer groups, government programs and individuals.

Over its 49-year history, Humana has consistently seized opportunities to meet changing customer needs. Today, the company is a leader in consumer engagement, providing guidance that leads to lower costs and a better health plan experience throughout its diversified customer portfolio.

More information regarding Humana is available to investors via the Investor Relations page of the company's web site at www.humana.com, including copies of:

- Annual reports to stockholders;
- Securities and Exchange Commission filings;
- Most recent investor conference presentations;
- Quarterly earnings news releases;
- Replays of most recent earnings release conference calls;
- Calendar of events (including upcoming earnings conference call dates and times, as well as planned interaction with research analysts and institutional investors);
- Corporate Governance information.

City of Austin

Financial and Administrative Services Department
Purchasing Office
P. O. Box 1088, Austin, TX 78767 (512) 974-2500

Reyna Ruiz

4/9/2012

Mr. Koumoundouros
Concentra Medical Centers
10200 North Broadway, Suite 200
San Antonio, TX 78217

Week 23rd

Re: Solicitation No. JSD0005REBID

Dear Mr. Koumoundouros,

The Purchasing Office has approved the execution of a contract with your company for the above-referenced item as follows:

Responsible Department:	Human Resources
Department Contact Person:	Guillermo Mireles
Department Contact Email Address:	Guillermo.Mireles @austintexas.gov
Department Contact Telephone:	(512) 974-3270
Project Name:	Alcohol and Drug Testing Services
Contractor Name:	Concentra Medical Centers
Contract Number:	MA-5800-NA120000097
Contract Period:	4/9/2012 – 4/8/2013
Dollar Amount	NTE $62,340
Extension Options:	5 – 12 month
Requisition Number:	RQM-5800-11100500009
Solicitation Number:	JSD0005REBID
Agenda Item Number:	34
Council Approval Date:	4/5/2012

Attached is a copy of all contract terms and conditions. Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-2995.

Sincerely,

Jeff Dilbert, CPSM, CPSD, C.P.M., A.P.P.
Corporate Purchasing Manager
Purchasing Office
Finance and Administrative Services Department
Enclosure

The City of Austin is committed to compliance with the Americans with Disabilities Act
Reasonable modifications and equal access to communications will be provided upon request

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Concentra Health Services, Inc. ("Contractor")
for
Alcohol and Drug Testing
MA-5800-NA120000097

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Concentra Health Services Inc. having offices at Addison, TX, 75001 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number JSD0005REBID.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), JSD0005REBID including all documents incorporated by reference

1.1.3 Concentra health Services, Inc. Offer, dated 12/14/2011, including subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications

1.3 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

1.4 **Term of Contract.** The Contract will be in effect for an initial term of twelve (12) months and may be extended thereafter for up to five (5) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.5 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $62,340 for the initial Contract term and $62,340 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and

understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Printed Name of Authorized Person: Jeff Dilbert

Signature:

Title: Contract Compliance Manager, Corporate

Date 4/9/2012

INVITATION FOR BID ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005 REBID ADDENDUM NO. 1
DATE OF ADDENDUM 12/12/2011

This Invitation for Bid is hereby amended to incorporate the following:

1. The following documents are hereby attached to the solicitation:

   - The additional written questions received and the answers thereto

2. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2651
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

_____ _____ _____
BIDDER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR PROPOSAL.

RFP NO. JSD0005 ADDENDUM NO. 1
Alcohol and Blood Testing Services
Questions and Answers

Q: Why was a re-bid issued for original IFB #5800 JSD0005?

A: The evaluation committee determined that we had inadequate competition

Q: What is the anticipated contract start date (if known)?

A: We anticipate an April 2012 start date or earlier.

Q: What vendor currently provides these services?

A: Concentra

Q: What are the prices currently contracted for these services?

A:

Drug Testing Services			
Vendor site	M-F 8:00 am to 5:00 pm	1300	$ 25
City site	M-F 8:00 am to 5:00 pm	50	$ 25
Vendor site	M-F 7:00am to 7:59am	300	$ 25
Vendor site	M-F 5:00pm to 7:00am	25	$ 25
City site	M-F 5:00 pm to 7:00 am	10	$ 25
Alcohol Testing Services			$
Mobile Unit	M-F 8:00 am to 5:00 pm	10	$ 15
Vendor site	M-F 8:00 am to 5:00 pm	300	$ 15
City site	M-F 8:00 am to 5:00 pm	400	$ 15
Vendor site (Approx. 5 pre-Scheduled days per month)	M-F 7:00am to 7:59am	30	$ 15
Mobile Unit	M-F 5:00 pm to 7:00 am	10	$ 15
City site	M-F 5:00 pm to 7:00 am	10	$ 15
Vendor site	M-F 5:00 pm to 7:00 am	25	$ 15
Analysis Extras			$
Initial immunoassay with confirm CG/MS	N/A	1300	$

Q: What are the current fixed site collection locations?

A: Concentra I-35 South
1001 S. I35
Building 3, Suite 300
Austin 78747
512-440-0555

Concentra
West William Cannon
4301 W. William Cannon

RFP NO. JSD0005 ADDENDUM NO. 1
Alcohol and Blood Testing Services
Questions and Answers

Building E, Suite 320
Austin, 78749

Concentra Austin North
8868 Research Blvd.
Suite 601
Austin, Tx 78758

Concentra Round Rock
117-B Louis Henna Blvd.
Suite 200
Round Rock , TX 78664
512 255-9645

Q: Are there any outstanding issues and/or deficiencies that the City is seeking to resolve in the new contract?

A: No

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

Offer Sheet

SOLICITATION NO: JSD0005REBID

DATE ISSUED: 12/5/2011

COMMODITY/SERVICE DESCRIPTION: Alcohol and Drug Testing Services

REQUISITION NO.: RQM 5800 11100500009

COMMODITY CODE: 95207

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Jeff Dilbert
Buyer II
Phone: (512) 974-2651

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM on 12/20/2011

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 2:15 PM on 12/20/2011

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING LINK:
http://www.ci.austin.tx.us/purchase/bidopenings.htm

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND SIX (4) SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code _____

Phone No. ( )

Fax No. ( )

Email Address: _____

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0100, 0200, 0300	See **http://www.ci.austin.tx.us/purchase/standard.htm** *	*
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0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
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0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
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All other Sections may be viewed at: ***https://www.cityofaustin.org/purchase*** by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page — Offer Sheet
- Section 0600 — Bid Sheet(s)
- Section 0700 — Reference Sheet (if required)
- Sections 0800 - 0835 — Certifications and Affidavits (return all applicable Sections)
- Section 0900 — MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty — (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS. Section 0100, Standard Purchase Definitions**; **Section 0200, Standard Solicitation Instructions**; and **Section 0300, Standard Purchase Terms and Conditions** are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: **http://www.ci.austin.tx.us/purchase/standard.htm**.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto https://www.cityofaustin.org/purchase and follow the directions.

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

    A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

    B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or

(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first

class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

    A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

    B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and

the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor.

The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

    B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code,

Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-

compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. <u>BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)</u>

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB JSD0005REBID – Alcohol and Drug Testing Sevices

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 4:00 PM on 12/13/2011. Submit questions via fax at 512-974-2388 or email at Jeffery.dilbert@austintexas.gov.

2. **ALTERNATE BIDS/QUOTES** (reference paragraph 7A in Section 0200)

   Alternate Bids/Quotes will **NOT** be considered.

3. **INSURANCE.** Insurance is required for this solicitation.

   A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

      iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

      City of Austin Purchasing Office
      Attn: Jeff Dilbert
      P. O. Box 1088
      Austin, Texas 78767

   B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

(1) The policy shall contain the following provisions:
   (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
   (b) Independent Contractor's Coverage.
   (c) Products/Completed Operations Liability for the duration of the warranty period.
   (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).

(2) The policy shall also include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
   (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
   (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

iv. Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of $100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

4. **TERM OF CONTRACT**

A. The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 5 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 12 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

5. **QUANTITIES**

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Human Resources
Attn:	Employee Relations, CDL Drug & Alcohol Testing Program
Address	PO Box 1088
City, State	Austin, TX 78767

Zip Code	

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is $11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.

B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

C. The City requires Contractors submitting Offers on this Contract to provide a signed certification **(see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
ii. time and date of week when employee's workweek begins;
iii. hours worked each day and total hours worked each workweek;
iv. basis on which employee's wages are paid;
v. regular hourly pay rate;
vi. total daily or weekly straight-time earnings;
vii. total overtime earnings for the workweek;
viii. all additions to or deductions from the employee's wages;
ix. total wages paid each pay period; and
x. date of payment and the pay period covered by the payment.

E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications **(see the Living Wages and Benefits**

Employee Certification included in the Solicitation) for all employees directly assigned to the contract containing:

i. the employee's name and job title;
ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of $11.00 per hour;
iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.

G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

8. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding $5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance **(see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

9. **NON-SOLICITATION**

A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii)100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a

Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.

D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

10. **ECONOMIC PRICE ADJUSTMENT**

A. Prices shown in this contract shall remain firm for the first 12 month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:

B. Price Increases

i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:

(1) an itemized, revised price list with the effective date of the proposed increase;

(2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;

Contractor shall submit, as a part of the request for increase, the version of the U.S Department of Labor Consumer Price Index for U.S. City Average (the "Index")) current as of the date of the Contractor's Offer; and a copy of the index for the most current period.

(3) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.

ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30 calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.

iii. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Price decrease offers may also be subject to negotiation.

ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30 calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

11. **INTERLOCAL PURCHASING AGREEMENTS** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

12. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Mireles, Guillermo

512-974-3270

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

SCOPE OF WORK
ALCOHOL AND DRUG TESTING SERVICES
IFB NO: JSD0005REBID

1.0 PURPOSE

The City of Austin is seeking bids from vendors who are experienced in conducting alcohol and drug testing programs in compliance with the Department of Transportation Regulations (DOT) and 49 CRF, parts 40 and 382 issued under the Omnibus Transportation Employee Testing Act of 1991. The City needs to have the services provided at various locations:

- at vendor's location
- A mobile unit or equivalent capability for accident sites and/or hospital sites
- On City property, as needed- for after regular hours support approximately 8-10 times per year

The City desires to award a 12-month contract to the lowest responsive qualified bid with five 12-month extension options.

Any tests provided under a contract resulting from this IFB shall be provided in **full compliance** with the DOT regulations referenced above.

2.0 BACKGROUND INFORMATION

The City has about 12,000 employees at any given time with approximately 1,150 commercial motor vehicle drivers. The City anticipates that annually, approximately 1,200 drivers shall be tested for drugs and 335 shall be tested for alcohol in the following categories:

	Drug	Alcohol
A. Pre-employment	200	N/A
B. Post Accident	15	15
C. Random	800	200
D. Reasonable Suspicion	15	25
E. Return to Duty	20	20
F. Follow Up	150	75

(*These numbers are an estimate and may increase or decrease.)

Drug testing will include testing for five substances including, marijuana (THC metabolite), cocaine, amphetamines (including methamphetamines), opiates (including heroin), and phencyclidine (PCP).

SCOPE OF WORK
ALCOHOL AND DRUG TESTING SERVICES
IFB NO: JSD0005

Vendor must be available to conduct all testing at all designated sites 24 hours a day, 7 days a week, 365 days a year. Typical testing hours for each type of test are as follows:

- Pre-employment and Return to Duty testing is typically pre-scheduled Monday through Friday, **8**:00a.m. – **5**:00p.m. and occasionally (1-5 times per year) scheduled at other hours including weekends.
- Random and Follow-up testing is pre-scheduled typically 5 days per month Monday through Friday, 7:00a.m. – 5:00p.m. and occasionally (1-5 times per year) scheduled at other hours. The early opening requirement is for drivers who have early shift start times including weekends.
- Reasonable suspicion and post accident testing typically is unscheduled Monday through Friday, 8:00a.m. – 5:00p.m. and occasionally (1-5 times per year) required at other hours including weekends.

The City provides services to the public which include, but are not limited to: electricity, water and wastewater treatment, street and bridge construction and repair, emergency and clinical medical care, police protection, fire suppression, refuse and recyclable product pickup, etc. Many of these services are provided 24 hours a day, 365 days a year, which involves employees working various shifts to maintain these operations.

3.0 SCOPE OF WORK

Attachment A is a checklist of items to ensure compliance with all of the requirements contained in the DOT legislation and this Scope of Work. **Bidders shall complete Attachment A and submit it with their bid.** Failure to do so may constitute grounds for bid being considered non-responsive and not eligible for contract award.

3.1 General Requirements

3.1.A If a City employee driving a City vehicle is involved in an accident, vendor shall have **mobile** capabilities for drug and/or alcohol testing at the work site, accident site or to the hospital where the employee has been transported.

3.1.B Vendor shall have specimen collection and alcohol testing available on a 24-hour basis, 7 days-a-week, 365 days-per-year.

3.1.C As needed, Vendor shall provide testing **on City property.** Testing will be scheduled in advance with Vendor. The Vendor shall be responsible for preparing the site for testing just prior to collecting samples and administering tests.

3.1.D Vendor shall have a minimum of two fixed-site locations within Austin city limits

3.1.E As required by DOT, vendor and any subcontractors utilized by vendor shall adhere to required confidentiality of information available to them.

3.1.F The Contract Manager shall be able to have access to test results through the use of fax, phone, or computer software (computer software shall be provided to the Contract Manager by the vendor if this option is selected).

3.2 **Additional Testing Requirements**

3.2.A Alcohol Testing

3.2.A.a Only evidential breath testing (EST) devices that are listed on the NHTSA Conforming Products List (CPL) and meet the requirements for confirmation testing shall be used.

3.2.A.b Trained Breath Alcohol Technician(s) (BAT)

3.2.A.c Facilities shall provide visual and aural privacy to the individual being tested to prevent unauthorized persons from seeing or hearing test results.

3.2.A.d All necessary equipment, personnel and materials for breath testing shall be provided at the location where testing is conducted.

3.2.8 Urine Specimen Collection -The following methods of specimen collection shall be provided:

3.2.B.a Split sample method in accordance with the Department of Health and Human Services (DHHS) regulations.

3.2.B.b For observed collections, vendor's personnel shall be of the same gender as the driver.

3.2.C Additional Random Testing Requirements

3.2.C.a Upon request by the Contract Manager, random lists, using Microsoft Excel compatible software, shall be generated and electronically forwarded to the Contract Manager according to numerical needs. The random list shall be generated from an updated list of commercial drivers maintained and submitted by the City to the vendor for random selection no less than monthly.

3.2.C.b Vendor must provide to the Contract Manager written documentation of the approved scientific method used to generate the Random list of employees to be tested.

3.2.C.c Record of employee selection for random testing shall be maintained and available upon request.

3.3 Laboratory Analysis Requirements

3.3.A Urinalysis shall be conducted with an initial immunoassay screen to eliminate negative urine specimens from further analysis.

3.3.8 Positive screen results shall be confirmed by conducting gas chromatography/mass spectrometry (GC/MS) method of analysis.

3.3.C The same laboratory shall complete the primary screening and positive confirmatory testing. A different laboratory, certified by the DHHS, as directed by the MRO, shall conduct split sample testing.

3.3.0 Retainage of split specimens shall be maintained in frozen storage for 60 days from the date on which the laboratory receives the specimen.

3.4 Test Reporting Requirements

3.4.A Negative test results shall be reported to the Contract Manager within 24 hours of receipt of analysis results from the laboratory.

3.4.8 Positive test results shall be reported to the Contract Manager within 24 hours of verification of the results by the MRO.

3.5 Medical Review Officer (MRO) Requirements

Vendor shall provide the services of a Medical Review Officer (MRO) who meets requirements of DOT and DHS regulations, detailed in Subpart G of Part 40. The MRO will be experienced in substance abuse disorders and have appropriate medical background to interpret and evaluate "an individual's":

1. Confirmed positive, adulterated, substituted, or invalid test results,
2. Medical history,
3. Other relevant biomedical information.

The MRO's resume shall be submitted with bid to demonstrate appropriate experience Failure to do so may result in bid being declared non-responsive.

4.0 EXPERT WITNESS REQUIREMENTS- In the event it should become necessary, the vendor shall have the following staff shall be available as an expert witness:

- MRO
- Toxicologist
- Collection/BAT and other personnel as needed

Rates are to be bid hourly as all inclusive (shall include travel time and mileage). Rates will be paid for actual expert witness time only.

5.0 RECORD REQUIREMENTS

Vendor shall provide to the Contract Manager copies of records and databases developed and maintained by the vendor as part of the activities under the contract and shall deliver them upon request and/or at completion of the contract or upon contract termination.

6.0 REPORTING REQUIREMENTS

6.1 Daily, monthly. and annual testing reports containing information to be defined by the Contract Manager. Reports shall be available electronically.

6.2 Monthly, quarterly and annual summary reports that comply with SAMHSAINIDA and CFR 49.29 requirements shall be submitted to the Contract Manager.

6.3 Vendor shall provide to the Contract Manager hard copy test results and completed chain of custody forms signed by the MRO upon completion of test results review.

7.0 Quality Assurance Requirements

7.1 Quarterly, vendor shall provide a report indicating the percentage of error in all labs used for urinalysis to the Contract Manager.

7.2 Quality Assurance Penalties

In order to ensure accuracy in testing procedures and data provided, the vendor shall adhere to the quality assurance program as indicated in Attachment B.

8.0 Miscellaneous Contractual Requirements

8.1 Contract Manager may request a site visit at any time to verify compliance with all DOT and HHSD regulations. Vendor shall cooperate and make all requested paperwork available for review.

8.2 The named principal and other key personnel, including but not limited to the MRO. collection site personnel and/or collection site location, responsible for the contract may not be removed from the program or have their time substantially decreased without prior approval of the City. Replacement personnel are subject to approval by the City

8.3 Vendor shall be in compliance with the Americans with Disabilities Act (ADA).

8.4 Vendor's site shall have adequate parking for automobiles, utility trucks, sanitation trucks, etc. so City driver does not have to park on the street or anywhere else other than vendor's parking lot.

8.5 As the "on-call" status of collection personnel occurs, changes shall be reported to the Contract Manager.

8.6 Vendor's staff shall provide packets of information as requested by Contract Manager to respond to requests from former City drivers for unemployment benefits. Packets shall include:

8.6.A Chain of custody document showing who handled the claimant's sample at all pertinent times.

8.6.8 Specific test result documentation showing:

8.6.B.a types of initial and confirmation testing methods;

8.6.B.b quantitative results achieved, including a statement of what the test results mean.

8.6.B.c indication that the confirmation test was of the Chromatography/mass spectrometry (GC/MS) type.

8.7 Vendor shall provide as part of their submission a "business continuity plan" describing their ability to maintain program services in the event of a business disruption to their facilities for an extended period of time. (fire, flood, data network outage etc.)

BID SHEET
ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005REBID

The City desires to award this contract to the vendor submitting the lowest responsive bid. Bid prices are to be all inclusive except as noted.

The quantities shown are merely estimates. The City reserves the right to purchase more or less than the quantities indicated.

Service Description	Time	Est. Qty	Unit Cost	Extended Cost
Drug Testing Services				
Vendor site	M-F 8:00 am to 5:00 pm	1300	$	$
City site	M-F 8:00 am to 5:00 pm	50	$	$
Vendor site	M-F 7:00am to 7:59am	300	$	$
Vendor site	M-F 5:00pm to 7:00am	25	$	$
City site	M-F 5:00 pm to 7:00 am	10	$	$
Alcohol Testing Services			$	$
Mobile Unit	M-F 8:00 am to 5:00 pm	10	$	$
Vendor site	M-F 8:00 am to 5:00 pm	10	$	$
City site	M-F 8:00 am to 5:00 pm	400	$	$
Vendor site (Approx. 5 pre-Scheduled days per month)	M-F 7:00am to 7:59am	30	$	$
Mobile Unit	M-F 5:00 pm to 7:00 am	10	$	$
City site	M-F 5:00 pm to 7:00 am	10	$	$
Vendor site	M-F 5:00 pm to 7:00 am	25	$	$
Analysis Extras			$	$
Initial immunoassay with confirm CG/MS	N/A	1300	$	$
Split Specimen Testing	N/A	10	$	$
Other Items			$	$
Unemployment Hearing Documentation	N/A	10	$	$
Prepare monthly random samples from City provided driver list (3.2.C.a)		N/A	$	$
			TOTAL BID	

NOTE: The following section is for information only and will not be used to determine bid award.

Service Description	Time	Hrly Rate
Expert Witness Services		
Medical Review Officer	M-F 8:00 am to 5:00 pm	$
Toxicologist	M-F 8:00 am to 5:00 pm	$
BAT	M-F 8:00 am to 5:00 pm	$
Other staff	M-F 8:00 am to 5:00 pm	$
Service Description	**Estimated Quantity**	**Hrly Rate**
Blind Specimen Testing Services	30	$

BID SHEET
ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005REBID

COMPANY INFORMATION_____

Company Name:_____

Authorized Contact: Address:_____

Phone Number:_____ Fax Number:_____

Email Address:_____

Signature:_____

NOTE: BIDDERS SUBMITTING BID PRICING IN ANY FORM OTHER THAN COMPLETING THE CITY OF AUSTIN BID SHEET OR ANY ALTERATION OF THE DOCUMENT WITHOUT THE EXPRESSED WRITTEN APPROVAL OF THE PURCHASING OFFICE MAY BE DEEMED NON RESPONSIVE.

ATTACHMENT A
COMPLIANCE CHECKLIST
ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005REBID

REQUIRED: TURN IN WITH BID SHEET

Note: At any time the Contract Manager may request documentation to verify compliance with these items. MRO's resume shall be submitted with bid to document appropriate experience.

ITEM#	REQUIRED SERVICES {For compliance with DOT and 0500 Scope of Work)	YES	NO
1.	Drug testing for 5 categories (2.0)		
2.	Urine Specimen Collection (3.2.8)		
3.	Use of Split sample method (3.2.B.a)		
4.	Same gender collector available (3.2.B.b)		
5.	Alcohol Testing (3.2.A)		
6.	Trained BAT's (3.2.A.b)		
7.	Approved EST's (3.2.A.a)		
8.	Privacy for collection (3.2.A.c)		
9.	Required resources provided (32.A.d}		
10.	Mobile capabilities 24x7x365 (3.1.A)		
11.	City on-site capabilities(3.1.C)		
12.	Fixed location within Austin City limits (3.1.D)		
13.	Testing available 24x7x365 (3.1.8}		
14.	Laboratory Analysis – Approved Lab (3.3.)		
15.	Provide initial immunoassay (3.3.A)		
16.	Confirmation by GC/MS (3.3.8)		
17.	Split sample tested in different 2na lab (3.3.C)		
18.	Retain split specimen for 60 days (3.3.D)		
19.	MRO is experienced and has appropriate training (3.5)		
20.	Demonstrated previous experience (3.5)		
21.	Provide Expert Witness MRO (4.0)		
22.	Provide Expert Witness Toxicologist (4.0)		
23.	Provide Expert Witness Collection/BAT (4.0)		
24.	Provide Blind Specimen Testing		
25.	Random Selection – Approved Method (3.2.C.b)		

ATTACHMENT A
COMPLIANCE CHECKLIST
ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005REBID

	Additional Requirements	**YES**	**NO**
26.	Contractor will provide reports/databases		
27.	Adhere to confidentiality		
28.	Receive approval prior to chang1ng personnel		
29.	Services comply with IFB, Proposal & DOT		
30.	Facilities comply with ADA		
31.	Submitted DHHS certification for Lab		
32.	Submitted Procedure for test reporting/review		
33.	Submitted Copy of BAT certification		
34.	Submitted Copy of MRO training/certification		
35.	Submitted Collection procedure details		
36.	Submitted Litigation Information		
37.	Submitted Percentage of error information		
38.	Provide 24 hour accessibility to test results		
	Reports	**YES**	**NO**
39.	Contractor will submit required reports		
40.	Laboratory will submit required reports		
41.	MRO will submit test results/chain of custody		
42.	Contractor will submit changes to personnel		
43.	MRO will provide negative results within 24 hours of receipt of analysis results from the laboratory		
44	MRO will provide Positive test results within 24 hours of verification of the results		

I hereby attest that all of the information contained herein is accurate.

Signature Date

ATTACHMENT B
QUALITY ASSURANCE COMPLIANCE
ALCOHOL AND DRUG TESTING SERVICES - JSD0005REBID

Note: Penalties shall be deducted from amount owed for services.

Issue:	**Acceptable Performance:**	**Penalty for non-compliance**
Unsigned chain of custody form	100% compliance	$100.00 per occurrence
Lost Specimen	No more than 5 annually	$250.00 per occurrence in excess of 5 per contract year
Chain of custody forms submitted to City of Austin	97% of all tests performed (forms received by Contract Manager within 72 hours of test)	$100 per occurrence in excess of 97% per contract year
Chain of custody forms submitted to laboratory	97% of all tests performed (forms received by Contract Manager within 72 hours of test)	$100 per occurrence in excess of 97% per contract year
Negative Results Received within 24 hours of receipt of analysis results from the laboratory	No more than 3 late results annually	$200.00 per occurrence in excess of 3 per contract year
Positive test results received within 24 hours of verification of the results by the MRO	No more than 3 late results annually	$200.00 per occurrence in excess of 3 per contract year
Random List received by the 1st of each month	No more than 3 late reports per contract year	$100 per occurrence in excess of 3 per contract year
Improperly administered test requiring a repeat test	No more than 2 annually	$200.00 per occurrence in excess of 2 per contract year
Wait time at facility, 30 minutes or less for all Alcohol and Drug tests between the hours of 7 am and 10 am M-F, and a wait time of 1 hour or less the rest of the day.	No more than 5 occurrences per year	$100 per occurrence in excess of 5 per contract year
The Chain of Custody form is completed accurately and signed.	No more than 3 occurrences per year	$100 per occurrence in excess of 3 per contract year

CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET

Please Complete and Return This Form with the Offer

Solicitation Number: JSD0005REBID

Offeror's Name _____ Date _____

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. ========> Add Reference

Company's Name					
Name of Contact		Contact Title			
Present Address					
City		State		Zip Code	
Telephone Number		FAX Number			
Email Address					

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO **JSD0005REBID**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, 20_____.

CONTRACTOR _____

Authorized Signature _____

Title _____

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. **JSD0005REBID**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. JSD0005REBID
FOR

Alcohol and Drug Testing Services

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents**. . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.ci.austin.tx.us/cityclerk/coi.htm

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's Explanation:	

7. Anti-Lobbying Ordinance. As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	
Printed Name:	
Title:	

_____
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____ My Commission Expires _____
Notary Public

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(*Please duplicate as needed*)

SOLICITATION NO. JSD0005REBID

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and

(2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete		

(3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	
Description of Services:	Alcohol and Drug Testing Services
Contractor Name:	

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:			
Signature of Employee:		Date:	
Employee's Printed Name:			

_____
(Witness Signature)

_____
(Printed Name)

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS

SOLICITATION NO. **JSD0005REBID**

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- ◯ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ◯ Non-resident Bidder

Bidder's Name:			
Signature of Officer or Authorized Representative:		Date:	
Printed Name:			
Title:			

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM

SOLICITATION NUMBER: JSD0005REBID

PROJECT NAME: Alcohol and Drug Testing Services

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes_____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

_____
Company Name

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER:	JSD0005REBID
PROJECT NAME:	Alcohol and Drug Testing Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone		Fax Number	
Name of Contact Person			
Is company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

_____
Name and Title of Authorized Representative (Print or Type)

_____ _____
Signature **Date**

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract**. Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____**Date** _____ **Director/Deputy Director**_____**Date**_____

CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM

SOLICITATION NUMBER: **JSD0005REBID**

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 95207 **DESCRIPTION**:Alcohol and Drug Testing Services

☐ Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group

☐ Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.

☐ Cannot meet the Scope of Work / Specifications.

☐ Cannot provide required Insurance.

☐ Cannot provide required Bonding.

☐ Job too small.

☐ Job too large.

☐ Do not wish to do business with the City. Remove my company from the City's Vendor list.

☐ Other reason (please state why you will not submit a bid):

_____

_____

Contractor's Name: _____

Street Address _____

City, State, Zip Code _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____

CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
Offer Sheet

SOLICITATION NO: JSD0005REBID

DATE ISSUED: 12/5/2011

REQUISITION NO.: RQM 5800 11100500009

COMMODITY CODE: 95207

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

Jeff Dilbert
Buyer II
Phone: (512) 974-2651

COMMODITY/SERVICE DESCRIPTION: Alcohol and Drug Testing Services

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM on 12/20/2011

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 2:15 PM on 12/20/2011

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING LINK:
http://www.ci.austin.tx.us/purchase/bidopenings.htm

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	**Street Address for Hand Delivery or Courier Service**
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND SIX (4) SIGNED COPIES OF OFFER

OFFER SUBMITTED BY

Signature of Person Authorized to Sign Offer

Edward H. Bucknam
Executive Vice President, Chief Operating Officer
Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [redacted]

Date: 12/19/11

Company Name: Concentra Health Services, Inc.

Address: 5080 Spectrum Drive, Suite 1200W

City, State, Zip Code Addison, TX 75001

Phone No. (800) 232.3550

Fax No. (972) 725.6439

Email Address: mikhail_koumoundouros@concentra.com

PDF processed with CutePDF evaluation edition www.CutePDF.com

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM

SOLICITATION NUMBER: JSD0005REBID

PROJECT NAME: Alcohol and Drug Testing Services

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes X _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Concentra Health Services, Inc.
Company Name

Edward H. Bucknam, Executive Vice President and Chief Operating Officer
Name and Title of Authorized Representative (Print or Type)

Edward H Bucknam
Signature

12/14/11
Date

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER:	JSD0005REBID
PROJECT NAME:	Alcohol and Drug Testing Services

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Concentra Health Services, Inc.		
Address	5080 Spectrum Dr., Ste. 1200W		
City, State Zip	Addison, TX 75001		
Phone	800.232.3550	Fax Number	972.725.6439
Name of Contact Person	Mikhail Koumoundouros		
Is company City certified?	Yes ☐ No ☒ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Edward H. Bucknam, Executive Vice President and Chief Operating Officer

Name and Title of Authorized Representative (Print or Type)

Edward H Bucknam

Signature

12/14/11

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.** N/A.

Sub-Contractor/Consultant			
City of Austin Certified	MBE ☐ WBE ☐	Ethnic/Gender Code:	☐NON-CERTIFIED
Vendor ID Code			
Contact Person		Phone Number:	
Amount of Subcontract	$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE ☐ WBE ☐	Ethnic/Gender Code:	☐NON-CERTIFIED
Vendor ID Code			
Contact Person		Phone Number:	
Amount of Subcontract	$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

BID SHEET
ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005REBID

The City desires to award this contract to the vendor submitting the lowest responsive bid. Bid prices are to be all inclusive except as noted.

The quantities shown are merely estimates. The City reserves the right to purchase more or less than the quantities indicated.

Service Description	Time	Est. Qty	Unit Cost	Extended Cost
Drug Testing Services				
Vendor site	M-F 8:00 am to 5:00 pm	1300	$ 30.00	$ 39,000.00
City site	M-F 8:00 am to 5:00 pm	50	$ 30.00	$ 1,500.00
Vendor site	M-F 7:00am to 7:59am	300	$ 30.00	$ 9,000.00
Vendor site	M-F 5:00pm to 7:00am	25	$ 30.00	$ 750.00
City site	M-F 5:00 pm to 7:00 am	10	$ 30.00	$ 300.00
Alcohol Testing Services			$	$
(1) Mobile Unit	M-F 8:00 am to 5:00 pm	10	$ 17.00	$ 170.00
Vendor site	M-F 8:00 am to 5:00 pm	10	$ 17.00	$ 170.00
City site	M-F 8:00 am to 5:00 pm	400	$ 17.00	$ 6,800.00
Vendor site (Approx. 5 pre-Scheduled days per month)	M-F 7:00am to 7:59am	30	$ 17.00	$ 510.00
(1) Mobile Unit	M-F 5:00 pm to 7:00 am	10	$ 17.00	$ 170.00
City site	M-F 5:00 pm to 7:00 am	10	$ 17.00	$ 170.00
Vendor site	M-F 5:00 pm to 7:00 am	25	$ 17.00	$ 425.00
Analysis Extras			$	$
Initial immunoassay with confirm CG/MS	N/A	1300	$ Included	$ Included
Split Specimen Testing(2)	N/A	10	$ 162.50	$ 1,625.00
Other Items			$ N/A	$ N/A
Unemployment Hearing Documentation	N/A	10	$ 150.00	$ 1,500.00
Prepare monthly random samples from City provided driver list (3.2.C.a)		N/A	$ 250.00 (per year)	$ 250.00 (per year)
			TOTAL BID	

NOTE: The following section is for information only and will not be used to determine bid award.

Service Description	Time	Hrly Rate
Expert Witness Services		
(3) Medical Review Officer	M-F 8:00 am to 5:00 pm	$ 250.00/hr
(3) Toxicologist	M-F 8:00 am to 5:00 pm	$ 150.00
(3) BAT	M-F 8:00 am to 5:00 pm	$ 50.00
(3) Physician ~~Other staff~~	M-F 8:00 am to 5:00 pm	$ 350.00
Service Description	**Estimated Quantity**	**Hrly Rate**
Blind Specimen Testing Services	30	$ 30.00

Pricing Considerations:

(1) Services will be performed at the City's worksite
(2) Drug testing of the secondary sample as outlined under 49 CFR Part 40 Subpart H
(3) Actual fee is equivalent to the hourly rate listed plus any reasonable travel expenses

PDF processed with CutePDF evaluation edition www.CutePDF.com

BID SHEET
ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005REBID

COMPANY INFORMATION

Company Name: Concentra Health Services, Inc.

Authorized Contact: Address 5080 Spectrum Drive, Suite 1200W

Phone Number: 800.232.3550 Fax Number: 972.725.6439

Email Address: Mikhail_koumoundouros@concentra.com

Signature

Edward H. Bucknam, Executive Vice President, Chief Operating Officer

NOTE: BIDDERS SUBMITTING BID PRICING IN ANY FORM OTHER THAN COMPLETING THE CITY OF AUSTIN BID SHEET OR ANY ALTERATION OF THE DOCUMENT WITHOUT THE EXPRESSED WRITTEN APPROVAL OF THE PURCHASING OFFICE MAY BE DEEMED NON RESPONSIVE.

ATTACHMENT A
COMPLIANCE CHECKLIST
ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005REBID

REQUIRED: TURN IN WITH BID SHEET

Note: At any time the Contract Manager may request documentation to verify compliance with these items. MRO's resume shall be submitted with bid to document appropriate experience.

ITEM#	REQUIRED SERVICES {For compliance with DOT and 0500 Scope of Work)	YES	NO
1.	Drug testing for 5 categories (2.0)	X	
2.	Urine Specimen Collection (3.2.8)	X	
3.	Use of Split sample method (3.2.B.a)	X	
4.	Same gender collector available (3.2.B.b)	X	
5.	Alcohol Testing (3.2.A)	X	
6.	Trained BAT's (3.2.A.b)	X	
7.	Approved EST's (3.2.A.a) (Evidential Breath Testing – EBT) device	X	
8.	Privacy for collection (3.2.A.c)	X	
9.	Required resources provided (32.A.d}	X	
10.	Mobile capabilities 24x7x365 (3.1.A)	X	
11.	City on-site capabilities(3.1.C)	X	
12.	Fixed location within Austin City limits (3.1.D)	X	
13.	Testing available 24x7x365 (3.1.8)	X	
14.	Laboratory Analysis – Approved Lab (3.3.)	X	
15.	Provide initial immunoassay (3.3.A)	X	
16.	Confirmation by GC/MS (3.3.8)	X	
17.	Split sample tested in different 2na lab (3.3.C)	X	
18.	Retain split specimen for 60 days (3.3.D)	X	
19.	MRO is experienced and has appropriate training (3.5)	X	
20.	Demonstrated previous experience (3.5)	X	
21.	Provide Expert Witness MRO (4.0)	X	
22.	Provide Expert Witness Toxicologist (4.0)	X	
23.	Provide Expert Witness Collection/BAT (4.0)	X	
24.	Provide Blind Specimen Testing	X	
25.	Random Selection – Approved Method (3.2.C.b)	X	

IMPORTANT NOTES (These notes are regarding items on the next page, footnote numbers 1 thru 3):

(1) Concentra's ongoing goal is to make business decisions that benefit our clients, including the City, as well as our company. Some personnel decisions are made at the corporate level and Concentra will not be able to gain input from the City on every change in personnel. Where possible, Concentra will inform the City of changes made, but it would not be logistically feasible for all personnel changes to be communicated to the City.

(2) Regarding drug screens, ATN can prepare a litigation package or similar materials for an additional fee if needed by the client for legal, grievance, or disciplinary purposes. These packages are typically generated on an as needed basis and client/sample specific.

(3) Concentra has a preferred vendor relationship with *NDI* for MRO services for the City. **Three or more attempts over a 24-hour period are made to reach the donor, barring unforeseen circumstances (such as donor's phone disconnected). During the MRO interview the collection process is not typically analyzed with the donor.** The focus of the MRO interview is on alternative, legitimate medical explanations for test results. A MRO conducts all non-negative donor interviews.The MRO copy of the Chain of Custody (CCF) is always reviewed by the MRO for non-negative tests. If not transmitted prior to the lab results, the MRO assistant calls the collection site to request timely transmission of the MRO copy. If the Lab copy of the CCF is not transmitted with the lab results, the MRO assistant calls the lab to request timely transmission of the Lab copy. **The MRO will not initiate a donor interview until the MRO copy of the CCF has been received, and will not transmit verified results until the Lab copy of the CCF is in the possession of the MRO. If either copy cannot be obtained, the MRO will notify the City of a "cancelled" test.** Employees who require a referral to a Substance Abuse Professional (if not provided by the City) will be given web-based resources to locate local providers upon request. The MRO will assist the SAP with follow-up drug testing, as needed

ATTACHMENT A
COMPLIANCE CHECKLIST
ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005REBID

	Additional Requirements	**YES**	**NO**	
26.	Contractor will provide reports/databases	X		
27.	Adhere to confidentiality	X		
28.	Receive approval prior to chang1ng personnel		(1)	*
29.	Services comply with IFB, Proposal & DOT	X		
30.	Facilities comply with ADA	X		
31.	Submitted DHHS certification for Lab	X		
32.	Submitted Procedure for test reporting/review	X		
33.	Submitted Copy of BAT certification	X		
34.	Submitted Copy of MRO training/certification	X		
35.	Submitted Collection procedure details	X		
36.	Submitted Litigation Information		(2)	*
37.	Submitted Percentage of error information	X		
38.	Provide 24 hour accessibility to test results	X		
	Reports	**YES**	**NO**	
39.	Contractor will submit required reports	X		
40.	Laboratory will submit required reports	X		
41.	MRO will submit test results/chain of custody	X		
42.	Contractor will submit changes to personnel		(1)	*
43.	MRO will provide negative results within 24 hours of receipt of analysis results from the laboratory	X		
44	MRO will provide Positive test results within 24 hours of verification of the results		(3	*

* PLEASE SEE IMPORTANT NOTES ON PRECEDING PAGE.

I hereby attest that all of the information contained herein is accurate.

Signature

Edward H. Bucknam
Executive Vice President and Chief Operations Officer

Date
12/14/11

CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET

Please Complete and Return This Form with the Offer

Solicitation Number: JSD0005REBID

Offeror's Name: Concentra Health Services, Inc. Date:

The Offeror shall furnish, with the Offer, the following information, for at least 5 recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button. ========> Add Reference

Company's Name	Concentra Health Services, Inc.		
Name of Contact	Mikhail Koumoundouros	Contact Title	Area Sales Manager
Present Address	5080 Spectrum Drive, Suite 1200W		
City	Addison	State Texas	Zip Code 75001
Telephone Number	(800) 232-3550	FAX Number	(972) 725-6439
Email Address	mikhail_koumoundouros@concentra.com		

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO **JSD0005REBID**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 14th day of December, 2011.

CONTRACTOR Concentra Health Services, Inc.

Authorized Signature Edward H Bucknam

Title Edward H. Bucknam, EVP, COO

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. JSD0005REBID

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	Concentra Health Services, Inc.		
Signature of Officer or Authorized Representative:	Edward H. Bucknam	Date:	12/14/11
Printed Name:	Edward H. Bucknam		
Title:	Executive Vice President, Chief Operating Officer		

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. JSD0005REBID
FOR

Alcohol and Drug Testing Services

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
   b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents**. . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

   a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.ci.austin.tx.us/cityclerk/coi.htm

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's Explanation:	NA

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	Concentra Health Services, Inc.
Printed Name:	Edward H. Bucknam
Title:	Executive Vice President, Chief Operating Officer

Signature of Officer or Authorized Representative:

VITA V. TUCKER
Notary Public, State of Texas
My Commission Expires
May 25, 2015

Subscribed and sworn to before me this 14TH day of DECEMBER, 2011.

Notary Public

My Commission Expires 5/25/11

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS

SOLICITATION NO. **JSD0005REBID**

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

- (●) Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ( ) Non-resident Bidder

Bidder's Name:	Concentra Health Services, Inc.		
Signature of Officer or Authorized Representative:	Edward H Bucknam	Date:	12/14/1
Printed Name:	Edward H. Bucknam		
Title:	Executive Vice President, Chief Operating Officer		

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(*Please duplicate as needed*)

SOLICITATION NO. JSD0005REBID

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and

(2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add Delete	Arti Patel	Radiology Technologist
Add Delete	Humberto Acosta	X-ray Technician
Add Delete	Christy Bell	Medical Support Specialist
Add Delete	Emily Tapia	Medical Support Specialist
Add Delete	Judith Filtsch	Medical Assistant
Add Delete	Jennifer Rodriguez	Front Office Specialist
Add Delete	Valerie Trevino	Medical Support Specialist
Add Delete	Amy Sullivan	Center Operations Director
Add Delete	Cierra Reyna	Medical Support Specialist
Add Delete	Brenda Bustamante	Assistant Center Administrator
Add Delete	Florinda Almaguer	Medical Support Specialist
Add Delete	Noel Rubert	Medical Support Specialist

	Employee Name	Employee Job Title
Add / Delete	Maria Banda	Medical Support Specialist
Add / Delete	Lori West	Center Operations Director
Add / Delete	Monique Azua	X-ray Technician
Add / Delete	Lisa Martinez	Medical Support Specialist
Add / Delete	Dulce Moncada	Medical Support Specialist
Add / Delete	Sylvia Polanco	Front Office Specialist/MA
Add / Delete	Esmeralda Salas	Front Office Specialist
Add / Delete	Ashley Bailey	Medical Support Specialist
Add / Delete	Khoa Nguyen	X-ray Technician
Add / Delete	Alex Torres	Medical Support Specialist
Add / Delete	BELINDA CUEVAS	Medical Support Specialist
Add / Delete		

(3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	Concentra Health Services, Inc.		
Signature of Officer or Authorized Representative:	Edward H Bucknam	Date:	12/14/11
Printed Name:	Edward H. Bucknam		
Title:	Executive Vice President, Chief Operating Officer		

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD 0005 REBID
Description of Services:	Alcohol and Drug Testing Services
Contractor Name:	Concentra Health Services, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:	RADIOLOGY TECHNOLOGIST		
Signature of Employee: *		Date:	12/12/11
Employee's Printed Name:	ARTI PATEL		

✓ (Witness Signature)

✓ Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD0005 REBID
Description of Services:	Alcohol and Drug Testing Services
Contractor Name:	Concentra Health Services, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:	X-RAY TECHNICIAN		
Signature of Employee: *		Date:	12-12-11
Employee's Printed Name:	HUMBERTO ACOSTA		

(Witness Signature)

Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD0005 REBID
Description of Services:	Alcohol and Drug Testing Services
Contractor Name:	Concentra Health Services, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *	Christy Bell	Date:	12-12-11
Employee's Printed Name:	CHRISTY BELL		

✓ (Witness Signature)

✓ Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD 0005 REBID
Description of Services:	Alcohol and Drug Testing Services
Contractor Name:	Concentra Health Services, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *	[signature]	Date:	12/12/11
Employee's Printed Name:	EMILY TAPIA		

[signature]
(Witness Signature)

Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD0005 REBID
Description of Services:	Alcohol and Drug Testing Services
Contractor Name:	Concentra Health Services, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:	MEDICAL ASSISTANT		
Signature of Employee: *	Julie Filtsch	Date:	12-12-11
Employee's Printed Name:	Julie Filtsch		

✓ _____
(Witness Signature)

✓ Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD 0005 REBID
Description of Services:	Alcohol and Drug Testing Services
Contractor Name:	Concentra Health Services, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:	FRONT OFFICE SPECIALIST		
Signature of Employee: *	J. Rodriguez	Date:	12-12-11
Employee's Printed Name:	JENNIFER RODRIGUEZ		

✓ _____
(Witness Signature)

✓ Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD 0005 REBID
Description of Services:	Alcohol and Drug Testing Services
Contractor Name:	Concentra Health Services, Inc.

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *	Valerie Trevino	Date:	12-12-11
Employee's Printed Name:	VALERIE TREVINO		

(Witness Signature)

Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title:	CENTER OPERATIONS DIRECTOR		
Signature of Employee: *		Date:	12.12.11
Employee's Printed Name:	AMY SULLIVAN		

(Witness Signature)

Ljiljana Antunovic
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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(2) offered a health care plan with optional family coverage.

Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *		Date:	12/12/11
Employee's Printed Name:	CIERRA REYNA		

✓ (Witness Signature)

✓ Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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(2) offered a health care plan with optional family coverage.

Employee's Title:	Medical Support Specialist		
Signature of Employee: *	BP	Date:	12-12-11
Employee's Printed Name:	BRENDA BUSTAMANTE		

(Witness Signature)

Lijana Arnnovic
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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(2) offered a health care plan with optional family coverage.

Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *	Florida Almaguer	Date:	12/12/11
Employee's Printed Name:	FLORINDA ALMAGUER		

(Witness Signature)

Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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(2) offered a health care plan with optional family coverage.

Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *	Noel Rubert	Date:	12-12-11
Employee's Printed Name:	NOEL RUBERT		

✓ (Witness Signature)

✓ Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD0005 REBID
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(2) offered a health care plan with optional family coverage.

Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *	MBanda	Date:	12/12/11
Employee's Printed Name:	MARIA BANDA		

(Witness Signature)

Amy Sullivan
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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(2) offered a health care plan with optional family coverage.

Employee's Title:	CENTER OPERATIONS DIRECTOR		
Signature of Employee: *		Date:	12/12/11
Employee's Printed Name:	LORI WEST		

(Witness Signature)

Monique Arua
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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(2) offered a health care plan with optional family coverage.

Employee's Title:	X-RAY TECHNICIAN / Asst. Center Operations Director		
Signature of Employee: *		Date:	12-12-11
Employee's Printed Name:	MONIQUE AZUA		

(Witness Signature)

Lori West
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD0005-REBID
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Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee:	*	Date:	12-12-11
Employee's Printed Name:	LISA MARTINEZ		

(Witness Signature)

Lori West
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD0005 REBID
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Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *	Dulce Moncada	Date:	12-13-11
Employee's Printed Name:	DULCE MONCADA		

✓ [signature]
(Witness Signature)

✓ Lori West
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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Employee's Title:	FRONT OFFICE SPECIALIST/MA		
Signature of Employee: *	Sylvia Polanco	Date:	12/13/11
Employee's Printed Name:	SYLVIA POLANCO		

✓ [signature]
(Witness Signature)

✓ Lori West
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number:	JSD0005 REBID
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Employee's Title:	FRONT OFFICE SPECIALIST		
Signature of Employee: *	Esmeralda Salas	Date:	12/12/11
Employee's Printed Name:	ESMERALDA SALAS		

(Witness Signature)

Lori West
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee:	* Ashley Bailey	Date:	12/12/11
Employee's Printed Name:	ASHLEY BAILEY		

(Witness Signature)

Lori West
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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Employee's Title:	X-RAY TECHNICIAN		
Signature of Employee: *		Date:	12·13·11
Employee's Printed Name:	KHOA NGUYEN		

✓ [signature]
(Witness Signature)

✓ Lori West
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *		Date:	12-12-11
Employee's Printed Name:	ALEX TORRES		

(Witness Signature)

Lori West
(Printed Name)

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

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Employee's Title:	MEDICAL SUPPORT SPECIALIST		
Signature of Employee: *	[signature]	Date:	12.12.11
Employee's Printed Name:	Belinda Cuevas		

✓ [signature]
(Witness Signature)

✓ Lori West
(Printed Name)

INVITATION FOR BID ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

DESCRIPTION: ALCOHOL AND DRUG TESTING SERVICES
IFB NO. JSD0005 REBID ADDENDUM NO. 1
DATE OF ADDENDUM 12/12/2011

This Invitation for Bid is hereby amended to incorporate the following:

1. The following documents are hereby attached to the solicitation:

   - The additional written questions received and the answers thereto

2. All other terms and conditions shall remain the same.

APPROVED BY: Signed copy available in Purchasing Office
Jeff Dilbert, (512) 974-2651
Purchasing Office, Finance and Administrative Services Department

ACKNOWLEDGED BY:

CONCENTRA _____ 12/13/11
BIDDER AUTHORIZED SIGNATURE DATE

RETURN ONE (1) COPY TO PURCHASING OFFICE, CITY OF AUSTIN, PRIOR TO CLOSING DATE OR WITH YOUR PROPOSAL; FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION OF YOUR PROPOSAL.

RFP NO. JSD0005 ADDENDUM NO. 1
Alcohol and Blood Testing Services
Questions and Answers

Q: Why was a re-bid issued for original IFB #5800 JSD0005?

A: The evaluation committee determined that we had inadequate competition

Q: What is the anticipated contract start date (if known)?

A: We anticipate an April 2012 start date or earlier.

Q: What vendor currently provides these services?

A: Concentra

Q: What are the prices currently contracted for these services?

A:

Drug Testing Services			
Vendor site	M-F 8:00 am to 5:00 pm	1300	$ 25
City site	M-F 8:00 am to 5:00 pm	50	$ 25
Vendor site	M-F 7:00am to 7:59am	300	$ 25
Vendor site	M-F 5:00pm to 7:00am	25	$ 25
City site	M-F 5:00 pm to 7:00 am	10	$ 25
Alcohol Testing Services			$
Mobile Unit	M-F 8:00 am to 5:00 pm	10	$ 15
Vendor site	M-F 8:00 am to 5:00 pm	300	$ 15
City site	M-F 8:00 am to 5:00 pm	400	$ 15
Vendor site (Approx 5 pre-Scheduled days per month)	M-F 7:00am to 7:59am	30	$ 15
Mobile Unit	M-F 5:00 pm to 7:00 am	10	$ 15
City site	M-F 5:00 pm to 7:00 am	10	$ 15
Vendor site	M-F 5:00 pm to 7:00 am	25	$ 15
Analysis Extras			$
Initial immunoassay with confirm CG/MS	N/A	1300	$

Q: What are the current fixed site collection locations?

A: Concentra I-35 South
1001 S. I35
Building 3, Suite 300
Austin 78747
512-440-0555

Concentra
West William Cannon
4301 W. William Cannon

RFP NO. JSD0005 ADDENDUM NO. 1
Alcohol and Blood Testing Services
Questions and Answers

Building E, Suite 320
Austin, 78749

Concentra Austin North
8868 Research Blvd.
Suite 601
Austin, Tx 78758

Concentra Round Rock
117-B Louis Henna Blvd.
Suite 200
Round Rock , TX 78664
512 255-9645

Q: Are there any outstanding issues and/or deficiencies that the City is seeking to resolve in the new contract?

A: No

Attachment C
Medical Director's Qualifications

Concentra Health Services.

Charles R. Hinman, M.D.

8868 Research Blvd. Suite 601
Austin, Texas
Office: (512) 467-7232
Fax: (512) 467-7203

EDUCATION-

Medical School:	University of Mississippi School of Medicine Mississippi, MS Degree held: M.D.	1979
Residency:	U.S. Navy Hospital Oakland, CA Internal Medicine	1981-1984
Internship:	U.S. Navy Hospital Oakland, CA Flexible, Basic Surgery	1979-1980

WORK EXPERIENCE-

Concentra Medical Centers Center Medical Director, Occupational Medicine Austin, Texas	2000-Present
Primary Care Family Center, SC Staff Physician Vernon Hills, Illinois	1995-2000
Internal Medicine & Geriatric Specialists Staff Physician Vernon Hills, Illinois	1990-1994
Veterans Affairs Medical Center Staff Internist Chicago, Illinois	1987-1990
Chicago Medical School Department of Medicine Instructor North Chicago, Illinois	1987-1988

U.S. Navy Hospital
Staff Internist
Great Lakes, Illinois 1984-1987

CERTIFICATIONS –

- ACLS Provider,1999
- American Board of Internal Medicine, 1984
- Texas State Board of Medical Examiners-License #L0265

HONORS / AWARDS–

- Chairman, Department of Medicine
  Condell Medical Center 1997-1998

- Outstanding Teacher Award
  Department of Medicine
  Chicago Medical School 1989

ACADEMIC APPOINTMENTS-

- Preceptor, Clinical Medicine Course
  Rush Medical College 1996-1998

- Preceptor, Physician Assistant Program
  Chicago Medical School 1996-1999

MILITARY SERVICE-

U.S. Navy
Rank: Lt. Commander
Duty Stations: U.S. Navy Hospital
Oakland, CA 1981-1984
1979-1984
First Marine Division, Camp
Pendleton, CA 1980-1981

REFERENCES-

Are available upon request

DAVID WEBSTER M.D., MBA

Concentra
10200 Broadway, Suite 200
San Antonio, Texas

Office: 210.654.3261
E-mail: david_webster@concentra.com

Professional Experience

Concentra
February 2009-Present
Area Medical Director since June 2009
Works in coordination with the other members of the Area Leadership Team and under the direction of the Zone Vice President of Medical Operations delivering the highest quality healthcare in an efficient, affordable, caring manner for nine centers in Austin, San Antonio and Corpus Christi.

Baptist Center for Wound Care and Hyperbarics, Jacksonville, Florida
September 2002-January 2009
Medical Director since 2005
Set policy regarding wound care for a four-hospital health system. Create and implement strategic plans and annual budget for the department. Responsible for meeting all clinical, regulatory and accreditation requirements. Leader for educational initiatives for both physicians and nursing staff.

- Increased patient volume by 25 percent.
- Increased net income by 50 percent.
- Utilized evidence-based care to exceed national benchmarks for care quality.
- Maintained excellent patient satisfaction scores (among highest in Health System).
- When large national company aggressively entered market, led response that resulted in its closing and exiting North Florida market.

Florida Board of Medicine, Department of Health, State of Florida
Medical Expert, September 2003-January 2009
The Board of Medicine identified me as a medical expert in family medicine, wound care and hyperbaric medicine. Ensure that Florida primary care physicians have followed Florida statutes regarding medical care and have provided care that met the standard of care.

Florida Medical Quality Assurance
Medical Expert, October 2003-January 2009
Evaluate as necessary the care provided to Florida Medicare patients to ensure that they have received treatment that meets the standard of care.

Medical Advisor, Senior Home Care
Home Health Care Agency, Jacksonville, Florida
June 2002-October 2003
Participated in marketing of company that was new to North Florida market. Also organized educational initiatives for nursing staff. Collaborated with senior management to ensure regulatory compliance.

Medical Director, Beauclerc Manor
Nursing Home and Rehabilitation Facility, Jacksonville, FL
June 2001-September 2003
Ensured regulatory compliance, upheld clinical standards, and provided nursing education.

- Worked with administration to meet and exceed state regulations. This resulted in exemplary ratings when state inspections of the facility occurred. No deficiencies were noted during my tenure as medical director.

- Instituted prevention and treatment protocols for nurses. One protocol combined with educational initiatives resulted in a decrease in facility-acquired wounds, decreasing from a critically high level to lower than national benchmarks.
- Successfully increased patient satisfaction through nursing educational incentives and fostering patient education and dialogue.

Clinical Faculty, University of Florida
Dept. of Community Health/ Family Medicine, Jacksonville, FL
October 2000-November 2006

Emergency Resources Group
July 2000-January 2009
Provide emergency and urgent care services for Baptist Health in Jacksonville, Florida.

Elder Health Care of Florida
July 2000 to September 2003
Provide geriatrics and rehabilitation services to four Jacksonville facilities.

Baptist/St. Vincent's Primary Care, Jacksonville, FL
January 1999-June 2000
Medical Staff at Family Medicine Clinic.

Medical News Contributor
September 1999-present
Several appearances on local ABC and NBC news affiliates.

EDUCATION AND TRAINING

MBA, University of Florida Warrington College of Business, Gainesville, FL, 2001-2003
Residency in Family Medicine, Henry Ford Hospital, Detroit, MI, 1996-1998
Resident in Radiation Oncology, University of Pennsylvania, Philadelphia, PA, 1995-1996
Internship, Oakwood Hospital, Dearborn, MI, 1994-1995
MD, University of Michigan School of Medicine, Ann Arbor, MI, 1990-1994

CERTIFICATION AND LICENSURE

Board Certified, Undersea and Hyperbaric Medicine
Board Certified, American Board of Family Medicine
Certified Wound Specialist, American Academy of Wound Management
Licensure, Florida and Georgia. Texas application is complete.

PROFESSIONAL ASSOCIATIONS

American College of Physician Executives
American Medical Association
American Academy of Family Practice
Undersea and Hyperbaric Medicine Society
American Academy of Wound Care
Duval County Medical Society
Nassau County Medical Society

Attachment D
DHHS Certifications for Lab

Executive Blvd., Bethesda, MD 20892. (301) 496-8683. *singhs@nidcd.nih.gov.*

(Catalogue of Federal Domestic Assistance Program Nos. 93.173, Biological Research Related to Deafness and Communicative Disorders, National Institutes of Health, HHS)

Dated: March 31, 2009.

Jennifer Spaeth,

Director, Office of Federal Advisory Committee Policy.

[FR Doc. E9-7718 Filed 4-3-09; 8:45 am]

BILLING CODE 4140-01-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

National Institutes of Health

National Institute of Allergy and Infectious Diseases; Notice of Closed Meetings

Pursuant to section 10(d) of the Federal Advisory Committee Act, as amended (5 U.S.C. App.), notice is hereby given of the following meetings.

The meetings will be closed to the public in accordance with the provisions set forth in sections 552b(c)(4) and 552b(c)(6), Title 5 U.S.C., as amended. The grant applications and the discussions could disclose confidential trade secrets or commercial property such as patentable material, and personal information concerning individuals associated with the grant applications, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

Name of Committee: National Institute of Allergy and Infectious Diseases Special Emphasis Panel; Training in Clinical Radiation Therapy Physics and Dosimetry.

Date: April 24, 2009.

Time: 2 p.m. to 2 p.m.

Agenda: To review and evaluate grant applications.

Place: National Institutes of Health, 6700B Rockledge Drive, Bethesda, MD 20817, (Telephone Conference Call).

Contact Person: Katrin Eichelberg, PhD, Scientific Review Officer, Scientific Review Program, Division of Extramural Activities, NIAID/NIH/DHHS, 6700B Rockledge Drive, MSC 7616, Bethesda, MD 20892, 301-496-0818, *keichelberg@niaid.nih.gov.*

Name of Committee: National Institute of Allergy and Infectious Diseases Special Emphasis Panel; Clinical and Pediatric Loan Repayment Programs.

Date: April 30-May 1, 2009.

Time: 8 a.m. to 5 p.m.

Agenda: To review and evaluate grant applications.

Place: National Institutes of Health, 6700B Rockledge Drive, Bethesda, MD 20817 (Virtual Meeting).

Contact Person: Erica L. Brown, PhD, Scientific Review Officer, Scientific Review Program, Division of Extramural Activities, NIAID/NIH/DHHS, 6700B Rockledge Drive, MSC 7616, Bethesda, MD 20892-7616, 301-451-2639, *ebrown@niaid.nih.gov.*

Name of Committee: National Institute of Allergy and Infectious Diseases Special Emphasis Panel; Clinical and Pediatric Loan Repayment Program.

Date: May 7-8, 2009.

Time: 8 a.m. to 5 p.m.

Agenda: To review and evaluate grant applications.

Place: National Institutes of Health, 6700B Rockledge Drive, Bethesda, MD 20817 (Virtual Meeting).

Contact Person: Erica L. Brown, PhD, Scientific Review Officer, Scientific Review Program, Division of Extramural Activities, NIAID/NIH/DHHS, 6700B Rockledge Drive, MSC 7616, Bethesda, MD 20892-7616, 301-451-2639, *ebrown@niaid.nih.gov.*

(Catalogue of Federal Domestic Assistance Program Nos. 93.855, Allergy, Immunology, and Transplantation Research; 93.856, Microbiology and Infectious Diseases Research, National Institutes of Health, HHS)

Dated: March 31, 2009.

Jennifer Spaeth,

Director, Office of Federal Advisory Committee Policy.

[FR Doc. E9-7721 Filed 4-3-09; 8:45 am]

BILLING CODE 4140-01-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

National Institutes of Health

National Institute of Dental & Craniofacial Research; Notice of Closed Meeting

Pursuant to section 10(d) of the Federal Advisory Committee Act, as amended (5 U.S.C. App.), notice is hereby given of the following meeting.

The meeting will be closed to the public in accordance with the provisions set forth in sections 552b(c)(4) and 552b(c)(6), Title 5 U.S.C., as amended. The grant applications and the discussions could disclose confidential trade secrets or commercial property such as patentable material, and personal information concerning individuals associated with the grant applications, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.

Name of Committee: National Institute of Dental and Craniofacial Research Special Emphasis Panel; Special Emphasis Panel Review of R25 Applications.

Date: May 20, 2009.

Time: 1 p.m. to 2:30 p.m.

Agenda: To review and evaluate grant applications.

Place: National Institutes of Health, One Democracy Plaza, 6701 Democracy Boulevard, Bethesda, MD 20892, (Telephone Conference Call).

Contact Person: Mary Kelly, Scientific Review Officer, Scientific Review Branch, National Institute of Dental & Craniofacial Research, NIH 6701 Democracy Blvd., Room 672, MSC 4878, Bethesda, MD 20892-4878, 301-594-4809, *mary_kelly@nih.gov.*

(Catalogue of Federal Domestic Assistance Program Nos. 93.121, Oral Diseases and Disorders Research, National Institutes of Health, HHS)

Dated: March 31, 2009.

Jennifer Spaeth,

Director, Office of Federal Advisory Committee Policy.

[FR Doc. E9-7723 Filed 4-3-09; 8:45 am]

BILLING CODE 4140-01-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Substance Abuse and Mental Health Services Administration

Current List of Laboratories Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies

AGENCY: Substance Abuse and Mental Health Services Administration, HHS.

ACTION: Notice.

SUMMARY: The Department of Health and Human Services (HHS) notifies Federal agencies of the laboratories currently certified to meet the standards of Subpart C of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines). The Mandatory Guidelines were first published in the **Federal Register** on April 11, 1988 (53 FR 11970), and subsequently revised in the **Federal Register** on June 9, 1994 (59 FR 29908), on September 30, 1997 (62 FR 51118), and on April 13, 2004 (69 FR 19644).

A notice listing all currently certified laboratories is published in the **Federal Register** during the first week of each month. If any laboratory's certification is suspended or revoked, the laboratory will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

If any laboratory has withdrawn from the HHS National Laboratory Certification Program (NLCP) during the past month, it will be listed at the end, and will be omitted from the monthly listing thereafter.

This notice is also available on the Internet at *http://www.workplace.samhsa.gov* and *http://www.drugfreeworkplace.gov.*

FOR FURTHER INFORMATION CONTACT: Mrs. Giselle Hersh, Division of Workplace Programs, SAMHSA/CSAP, Room 2-1042, One Choke Cherry Road, Rockville, Maryland 20857; 240-276-2600 (voice), 240-276-2610 (fax).

SUPPLEMENTARY INFORMATION: The Mandatory Guidelines were developed in accordance with Executive Order 12564 and section 503 of Public Law 100–71. Subpart C of the Mandatory Guidelines, "Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies," sets strict standards that laboratories must meet in order to conduct drug and specimen validity tests on urine specimens for Federal agencies. To become certified, an applicant laboratory must undergo three rounds of performance testing plus an on-site inspection. To maintain that certification, a laboratory must participate in a quarterly performance testing program plus undergo periodic, on-site inspections.

Laboratories which claim to be in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines. A laboratory must have its letter of certification from HHS/SAMHSA (formerly: HHS/NIDA) which attests that it has met minimum standards.

In accordance with Subpart C of the Mandatory Guidelines dated April 13, 2004 (69 FR 19644), the following laboratories meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

ACL Laboratories, 8901 W. Lincoln Ave., West Allis, WI 53227. 414–328–7840/800–877–7016. (*Formerly:* Bayshore Clinical Laboratory.)

ACM Medical Laboratory, Inc., 160 Elmgrove Park, Rochester, NY 14624. 585–429–2264.

Advanced Toxicology Network, 3560 Air Center Cove, Suite 101, Memphis, TN 38118. 901–794–5770/888–290–1150.

Aegis Sciences Corporation, 345 Hill Ave., Nashville, TN 37210. 615–255–2400. (*Formerly:* Aegis Analytical Laboratories, Inc.)

Baptist Medical Center-Toxicology Laboratory, 9601 I–630, Exit 7, Little Rock, AR 72205–7299. 501–202–2783. (*Formerly:* Forensic Toxicology Laboratory Baptist Medical Center.)

Clendo Reference Laboratory, Avenue, Santa Cruz #58, Bayamon, Puerto Rico 00959. 787–620–9095.

Clinical Reference Lab, 8433 Quivira Road, Lenexa, KS 66215–2802. 800–445–6917.

Diagnostic Services, Inc., dba DSI, 12700 Westlinks Drive, Fort Myers, FL 33913. 239–561–8200/800–735–5416.

Doctors Laboratory, Inc., 2906 Julia Drive, Valdosta, GA 31602. 229–671–2281.

DrugScan, Inc., P.O. Box 2969, 1119 Mearns Road, Warminster, PA 18974. 215–674–9310.

DynaLIFE Dx *, 10150–102 St., Suite 200, Edmonton, Alberta, Canada T5J 5E2. 780–451–3702/800–661–9876. (*Formerly:* Dynacare Kasper Medical Laboratories.)

ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38655. 662–236–2609.

Gamma-Dynacare Medical Laboratories *, A Division of the Gamma-Dynacare Laboratory Partnership, 245 Pall Mall Street, London, ONT, Canada N6A 1P4. 519–679–1630.

Kroll Laboratory Specialists, Inc., 1111 Newton St., Gretna, LA 70053. 504–361–8989/800–433–3823. (*Formerly:* Laboratory Specialists, Inc.)

Kroll Laboratory Specialists, Inc., 450 Southlake Blvd., Richmond, VA 23236. 804–378–9130. (*Formerly:* Scientific Testing Laboratories, Inc.; Kroll Scientific Testing Laboratories, Inc.)

Laboratory Corporation of America Holdings, 7207 N. Gessner Road, Houston, TX 77040. 713–856–8288/800–800–2387.

Laboratory Corporation of America Holdings, 69 First Ave., Raritan, NJ 08869. 908–526–2400/800–437–4986. (*Formerly:* Roche Biomedical Laboratories, Inc.)

Laboratory Corporation of America Holdings, 1904 Alexander Drive, Research Triangle Park, NC 27709. 919–572–6900/800–833–3984. (*Formerly:* LabCorp Occupational Testing Services, Inc., CompuChem Laboratories, Inc.; CompuChem Laboratories, Inc., A Subsidiary of Roche Biomedical Laboratory; Roche CompuChem Laboratories, Inc., A Member of the Roche Group.)

Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671. 866–827–8042/800–233–6339. (*Formerly:* LabCorp Occupational Testing Services, Inc.; MedExpress/National Laboratory Center.)

LabOne, Inc. d/b/a Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS 66219. 913–888–3927/800–873–8845. (*Formerly:* Quest Diagnostics Incorporated; LabOne, Inc.; Center for Laboratory Services, a Division of LabOne, Inc.)

Maxxam Analytics *, 6740 Campobello Road, Mississauga, ON, Canada L5N 2L8. 905–817–5700. (*Formerly:* Maxxam Analytics Inc., NOVAMANN (Ontario), Inc.)

MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112. 651–636–7466/800–832–3244.

MetroLab-Legacy Laboratory Services, 1225 NE. 2nd Ave., Portland, OR 97232. 503–413–5295/800–950–5295.

Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Drive, Minneapolis, MN 55417. 612–725–2088.

National Toxicology Laboratories, Inc., 1100 California Ave., Bakersfield, CA 93304. 661–322–4250/800–350–3515.

One Source Toxicology Laboratory, Inc., 1213 Genoa-Red Bluff, Pasadena, TX 77504. 888–747–3774. (*Formerly:* University of Texas Medical Branch, Clinical Chemistry Division; UTMB Pathology-Toxicology Laboratory.)

Pacific Toxicology Laboratories, 9348 DeSoto Ave., Chatsworth, CA 91311. 800–328–6942. (*Formerly:* Centinela Hospital Airport Toxicology Laboratory.)

Pathology Associates Medical Laboratories, 110 West Cliff Dr., Spokane, WA 99204. 509–755–8991/800–541–7891x7.

Phamatech, Inc., 10151 Barnes Canyon Road, San Diego, CA 92121. 858–643–5555.

Quest Diagnostics Incorporated, 3175 Presidential Dr., Atlanta, GA 30340. 770–452–1590/800–729–6432. (*Formerly:* SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories.)

Quest Diagnostics Incorporated, 400 Egypt Road, Norristown, PA 19403. 610–631–4600/877–642–2216. (*Formerly:* SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories.)

Quest Diagnostics Incorporated, 7600 Tyrone Ave., Van Nuys, CA 91405. 866–370–6699/818–989–2521. (*Formerly:* SmithKline Beecham Clinical Laboratories.)

S.E.D. Medical Laboratories, 5601 Office Blvd., Albuquerque, NM 87109. 505–727–6300/800–999–5227.

South Bend Medical Foundation, Inc., 530 N. Lafayette Blvd., South Bend, IN 46601. 574–234–4176 x278.

Southwest Laboratories, 4625 E. Cotton Center Boulevard, Suite 177, Phoenix, AZ 85040. 602–438–8507/800–279–0027.

Sparrow Health System, Toxicology Testing Center, St. Lawrence Campus, 1210 W. Saginaw, Lansing, MI 48915. 517–364–7400. (*Formerly:* St. Lawrence Hospital & Healthcare System.)

St. Anthony Hospital Toxicology Laboratory, 1000 N. Lee St., Oklahoma City, OK 73101. 405–272–7052.

Toxicology & Drug Monitoring Laboratory, University of Missouri Hospital & Clinics, 301 Business Loop

DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Substance Abuse and Mental
Health Services Administration
Rockville MD 20857

MAR 26 1999

Robert F. Foery, Ph.D.
Advanced Toxicology Network
3560 Air Center Cove, Suite 101
Memphis, Tennessee 38118

Dear Dr. Foery:

I am pleased to inform you that Advanced Toxicology Network, Memphis, Tennessee, has successfully met all of the requirements for laboratory certification as specified in the Department of Health and Human Services' (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs (59 FR 29908).

Advanced Toxicology Network, Memphis, Tennessee, will be placed on the list of laboratories certified as eligible to bid on contracts to perform drug testing for Federal Drug-Free Workplace Programs. The list of laboratories certified by the Substance Abuse and Mental Health Services Administration on behalf of the Department will be sent to all Federal Agencies. Updates to this list will be published every month in the Federal Register, and made available to the general public upon request.

To maintain certification from HHS, Advanced Toxicology Network, Memphis, Tennessee, must continue to meet all the requirements of the Federal Guidelines as specified in Subpart C--Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies. Maintenance of certification requires participation in a quarterly performance testing program plus periodic, on-site inspections (see § 3.2(b), 3.17, 3.18, 3.19 and 3.20).

If you have any questions concerning the HHS National Laboratory Certification Program, please contact the Division of Workplace Programs at (301) 443-6014.

The HHS laboratory standards for urine drug testing certification were designed to assure Federal Agencies and their employees that the laboratories and the scientific and methodological procedures used are of the highest quality. Your laboratory is to be congratulated for meeting all the requirements of the Department's program.

Sincerely yours,

Nelba Chavez, Ph.D.
Administrator

RTI INTERNATIONAL
National Laboratory Certification Program
3040 Cornwallis Road • PO Box 12194 • Research Triangle Park, NC 27709-2194 • USA
Telephone 919-541-7242 • Fax 919-541-7042 • www.rti.org

0215LU_090806_MAPT091_RESULT.pdf

August 6, 2009

Laboratory #0215
Advanced Toxicology Network - Memphis
Dr. Edwin Armitage
Mr. Craig Knoblock
3560 Air Center Cove
Suite 101
Memphis, TN 38118

Dear Dr. Armitage and Mr. Knoblock:

We have received the results reported by your laboratory for the ninety-first occasion of National Laboratory Certification Program Maintenance Performance Testing (PT). Your laboratory's performance scores for this occasion of Maintenance PT are provided below. Details including mean quantitative data from all participating laboratories are provided in the attached "Sample Data and Scoring Report."

Your laboratory's scores for the ninety-first occasion of Maintenance PT are:

Drug Results

Initial Test	100.00%	
Confirmation	100.00%	
Quantitation	100.00%	within +/- 20% or 2 standard deviations of the participating laboratories' mean
		and
	0	challenge(s) outside +/- 50% of the participating laboratories' mean
Reporting	100.00%	
Reporting False Positives		0

Specimen Validity Results

Detection	100.00%	
Confirmation	100.00%	
Quantitation	96.15%	within acceptable limits of the participating laboratories' mean
		and
	0	challenge(s) outside acceptable limits of the participating laboratories' mean
Reporting	100.00%	
Reporting False Positives		0

Reviewed and reviewed
Edwin Armitage 8/8/09

8-6-09

Your laboratory's **cumulative** scores for the ninetieth and ninety-first occasions of Maintenance PT are:

Drug Results

Initial Test	100.00%	
Confirmation	100.00%	
Quantitation	100.00%	within +/- 20% or 2 standard deviations of the participating laboratories' mean
		and
	0	challenge(s) outside +/- 50% of the participating laboratories' mean
Reporting	100.00%	
Reporting False Positives		0

Specimen Validity Results

Detection	100.00%	
Confirmation	100.00%	
Quantitation	97.73%	within acceptable limits of the participating laboratories' mean
		and
	0	challenge(s) outside acceptable limits of the participating laboratories' mean
Reporting	100.00%	
Reporting False Positives		0

The areas of substandard performance by your laboratory, if any, are marked with asterisks. The actions that could result from substandard performance are detailed in the HHS Mandatory Guidelines. Your laboratory's PT errors and required remedial action, if any, are described in a separate document, "PT Error Notification Report." We have notified the Substance Abuse and Mental Health Services Administration (SAMHSA) of your laboratory's performance on this occasion of Maintenance PT.

To maintain your certification status as required by the HHS Guidelines (revised April 13, 2004, effective November 1, 2004), your laboratory must successfully complete four occasions of PT samples per year. We anticipate that your next urine Maintenance PT samples will be shipped the first Monday in October 2009. Subsequent occasions will be shipped quarterly. Payment for each occasion of Maintenance PT must be made in advance as described in the accompanying invoice. Failure to submit payment by the specified due date could result in your laboratory missing the next required occasion.

If you have any questions, please contact Dr. Francis M. Esposito at (919) 316-3837 or me at (919) 541-7223.

Sincerely,

Andy McDaniel
PT Task Leader

Attachment - "Sample Data and Scoring Report"

RTI INTERNATIONAL
National Laboratory Certification Program
3040 Cornwallis Road • PO Box 12194 • Research Triangle Park, NC 27709-2194 • USA
Telephone 919 541-7042 • Fax 919 541-7042 • www.rti.org

0215LU_100126_MAPT093_RESULT.pdf

January 26, 2010

Laboratory #0215
Advanced Toxicology Network - Memphis
Mr. Craig Knoblock
3560 Air Center Cove
Suite 101
Memphis, TN 38118

Dear Mr. Knoblock:

We have received the results reported by your laboratory for the ninety-third occasion of National Laboratory Certification Program Maintenance Performance Testing (PT). Your laboratory's performance scores for this occasion of Maintenance PT are provided below. Details including mean quantitative data from all participating laboratories are provided in the attached "Sample Data and Scoring Report."

Your laboratory's scores for the ninety-third occasion of Maintenance PT are:

Drug Results

Initial Test	100.00%	
Confirmation	100.00%	
Quantitation	100.00%	within +/- 20% or 2 standard deviations of the participating laboratories' mean
		and
	0	challenge(s) outside +/- 50% of the participating laboratories' mean
Reporting	100.00%	
Reporting False Positives		0

Specimen Validity Results

Detection	100.00%	
Confirmation	100.00%	
Quantitation	95.83%	within acceptable limits of the participating laboratories' mean
		and
	0	challenge(s) outside acceptable limits of the participating laboratories' mean
Reporting	100.00%	
Reporting False Positives		0

Your laboratory's **cumulative** scores for the ninety-second and ninety-third occasions of Maintenance PT are:

Drug Results

Initial Test	100.00%	
Confirmation	100.00%	
Quantitation	100.00%	within +/- 20% or 2 standard deviations of the participating laboratories' mean
		and
	0	challenge(s) outside +/- 50% of the participating laboratories' mean
Reporting	100.00%	
Reporting False Positives		0

Specimen Validity Results

Detection	100.00%	
Confirmation	100.00%	
Quantitation	97.92%	within acceptable limits of the participating laboratories' mean
		and
	0	challenge(s) outside acceptable limits of the participating laboratories' mean
Reporting	100.00%	
Reporting False Positives		0

The areas of substandard performance by your laboratory, if any, are marked with asterisks. The actions that could result from substandard performance are detailed in the HHS Mandatory Guidelines. Your laboratory's PT errors and required remedial action, if any, are described in a separate document, "PT Error Notification Report." We have notified the Substance Abuse and Mental Health Services Administration (SAMHSA) of your laboratory's performance on this occasion of Maintenance PT.

To maintain your certification status as required by the HHS Guidelines (revised April 13, 2004, effective November 1, 2004), your laboratory must successfully complete four occasions of PT samples per year. We anticipate that your next urine Maintenance PT samples will be shipped the first Monday in April 2010. Subsequent occasions will be shipped quarterly. Payment for each occasion of Maintenance PT must be made in advance as described in the accompanying invoice. Failure to submit payment by the specified due date could result in your laboratory missing the next required occasion.

If you have any questions, please contact Dr. Francis M. Esposito at (919) 316-3837 or me at (919) 541-7223.

Sincerely,

Andy McDaniel
PT Task Leader

Attachment - "Sample Data and Scoring Report"

Attachment E
BAT Certifications

Certificate of Completion

Humberto Acosta

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures

_____ Proficient in Operation of EBT

Alcomonitor CC
EBT Name/ Model No.

Brenda Bustamante
Instructor, Concentra Medical Centers

5/10/2010
Date

Concentra

Certificate of Completion

Christy Bell

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures
__X__ Proficient in Operation of EBT

Alcomonitor CC
EBT Name/ Model No.

Humberto Acosta
Instructor, Concentra Medical Centers

9/3/2011
Date

Concentra™

DEC. 14. 2011 3:37PM 5124449841 NO. 4793 P. 4

Emily Tapia

Certificate of Completion

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures

__X__ Proficient in Operation of EBT

Alcomonitor CC

EBT Name/ Model No.

Christy Bell

Instructor, Concentra Medical Centers

08/25/2011

Date

Concentra™

Certificate of Completion

Julie Filtsch

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures
__X__ Proficient in Operation of EBT

Alcomonitor CC
EBT Name/ Model No.

Alexander C. Torres ACT
Instructor, Concentra Medical Centers

May 25, 2011
Date

Concentra™

Certificate of Completion

Valerie Trevino

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures
__X__ Proficient in Operation of EBT

Alcomonitor CC/ RBT IV
EBT Name/ Model No.

Brenda Bustamante
Instructor, Concentra Medical Centers

04/16/2010
Date

Concentra

Certificate of Completion

Brenda Bustamante

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures
__X__ Proficient in Operation of EBT

Alcomonitor CC/ RBT IV
EBT Name/ Model No.

Christy Bell Christy Bell
Instructor, Concentra Medical Centers

January 04, 2011
Date

Concentra™

Certificate

This is to certify that Monique Azua has successfully completed the

Breath Alcohol Technician

Training Course on April 14th, 2010.

X Proficient in CFR Part 40 Procedures

X Proficient in Operation of EBT

Lj Izana Antonic
Instructor

ALCOMONITOR CC
EBT Name / Model No.

Certificate of Completion

Florinda Almaguer

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures
__X__ Proficient in Operation of EBT

Alcomonitor CC
EBT Name/ Model No.

Christy Bell
Instructor, Concentra Medical Centers

11/11/11
Date

Concentra™

Certificate of Completion

Dulce Moncada

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures
__X__ Proficient in Operation of EBT

Alcomonitor CC
EBT Name/ Model No.

March 24, 2011
Date

Instructor, Concentra Medical Centers

Concentra™

Certificate of Completion

Sylvia Polanco

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures
__X__ Proficient in Operation of EBT

Alexander C. Torres
Instructor, Concentra Medical Centers

Alcomonitor CC
EBT Name/ Model No.

August 17, 2011
Date

Concentra

Certificate of Completion

Ashley Bailey

Has successfully completed the

Breath Alcohol Technician

Training Course

__X__ Proficient in CFR Part 40 Procedures

_____ Proficient in Operation of EBT

Alcomonitor CC
EBT Name/ Model No.

Christy Bell

Christy Bell
Instructor, Concentra Medical Centers

February 24, 2011
Date

Concentra

Certificate

This is to certify that KHOA NGUYEN has successfully completed the

Breath Alcohol Technician

Training Course on SEPTEMBER 24th, 2010.

X Proficient in CFR Part 40 Procedures

X Proficient in Operation of EBT

Instructor

ALCOMONITOR CE 001002
EBT Name / Model No.

Certificate of Completion

This certifies that on October 21, 2008

Alexander Torres

Successfully completed the curriculum specified by the Department of Transportation DOT for
Certification as a Breath Alcohol Technician (BAT)

The curriculum presented corresponds with the DOT's BAT model curriculum established pursuant to 49 CFR Part 40 procedures.
It also includes a review of the Evidential Breath Test device's Quality Assurance Plan, and requires demonstration of proficiency in
Conducting calibration checks and the operation of the:

ALCOMONITOR CC

The course curriculum was approved by Intoximeter, Inc., the manufacturer of the Evidential Breath Test Device,
Complies with the manufacturer's standards for the operation of the instrument.

Concentra™

Michael A. Cortez, *Certified - Instructor

Expires: 10-21-2013

Attachment F
Medical Review Officer (MRO) Certification

Curriculum Vitae

TODD E. SIMO, M.D.

EDUCATION	University of Minnesota, Doctorate of Medicine – 1993
	University of Wisconsin-River Falls Bachelor of Science, Biochemistry – 1989
POST GRADUATE TRAINING	Transitional Internship – June 1993 to June 1994 Naval Medical Center, Portsmouth, Virginia
EXPERIENCE	
12/01 – Present	National Diagnostics Inc. – a HireRight Company, Charlotte, North Carolina *Medical Director*
12/01 – Present	T.E. SIMO, MRO, PLLC, Newport News, Virginia *Managing Member*
12/96 – 12/09	FIRST MED OF WILLIAMSBURG, Williamsburg, Virginia *Staff Physician / Medical Director*
8/98 – 10/99	SENTARA ENTERPRISES, Virginia Beach, Virginia *Staff Physician*
6/94 – 6/98	U.S. NAVY -Branch Medical Clinic, Yorktown, VA (8/96-6/98) *Senior Medical Officer* -3rd Force Service Support Group, Okinawa, Japan (6/95-8/96) *Senior Medical Officer* -Military Medicine Department, Naval Hospital, Groton, CT (1/95-6/95) *Staff Physician* -Emergency Med. Dept., Naval Hospital, Portsmouth, VA (6/94-1/95) *Staff Physician*
LICENSURE	Virginia Medical License – 1994 to Present
CERTIFICATES/ AWARDS	Board Certified Medical Review Officer – AAMRO – 2001 Board Eligible – Occupational and Addiction Medicine DATA 2000 waiver recipient for office-based treatment of opiate dependence – 2006 Radiation Health Officer – 1996 PALS/ACLS/ATLS/PHTLS Advanced Instructor Alpha Omega Alpha – Inducted Junior Year
MEMBERSHIPS	American Association of Medical Review Officers
CLINICAL INVESTIGATION EXPERIENCE	Avelox Clinical Experience Study (Bayer) – 2000 T.R.E.A.T. (Aventis) – 2001, 2002 Axert Phase IV Study (Pharmacia) – 2001
PHARMACEUTICAL EXPERIENCE	Elan Pharmaceuticals – Speakers Bureau – 2002 - 2003 Aventis – National Visiting Professor – 2002 - 2009 Abbott Laboratories – Speakers Bureau – 2002 - 2009 Andrx Laboratories – Speakers Panel – 2003 - 2004 Pfizer Pharmaceuticals – Speakers Bureau – 2003 - 2004 Oscient Pharmaceuticals – Consultant – 2004 - 2009

Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

February 11, 2011

Verification of Certification for:	Todd Simo, M.D. 7427-297 Matthews-Mint Hill Rd. Suite 105 Charlotte NC 28227
Certification Number:	010211101
Current Certification Date:	January 28, 2011
Certification Expiration Date:	January 28, 2016

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after October 1, 2010 will have to attend an MRO training program and take the exam. Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman

P.O. Box 12873 • Research Triangle Park, NC 27709 ☎ (919) 489-5407 Fax: (919) 490-1010

The American Board of Preventive Medicine

Incorporated

Organized to Encourage the Study, Improve the Practice and Advance the Cause of Preventive Medicine

This Certifies that

Elayne Florence Theriault, M.D.

having demonstrated to the satisfaction of this Board possession of special knowledge, is therefore certified for proficiency and specialization in

Occupational Medicine

Issued: February 4, 1985

Certificate No. 21985

CHAIRMAN

Norbert J. Roberts
VICE CHAIRMAN

Stanley R. Mohler
SECRETARY-TREASURER

Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

August 29, 2007

Verification of Certification for:	Elayne F. Theriault, M.D. 5040 Bainbridge Ct. Lilburn GA 30047
Certification Number:	990915257
Certification Date:	09-15-1999
Most Recent Certification or Recertification Date:	08-08-2007
	Certification in Good Standing Lapses Five Years From This Date

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO). Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman

P.O. Box 12873 • Research Triangle Park, NC 27709 ☎ (919) 489-5407 Fax: (919) 490-1010

Attachment G
Sample Litigation Packet

Regarding drug screens, ATN can prepare a litigation package or similar materials for an additional fee if needed by the client for legal, grievance, or disciplinary purposes. These packages are typically generated on an as needed basis and client/sample specific.

Attachment H
Percentage of Error Information

Concentra's lab, ATN, practices a strict quality assurance program. ATN performs all testing under secure conditions with strict chain of custody procedures in effect at all times. During presumptive-positive processing, ATN stores all specimens in a locked refrigerator where the temperature does not exceed six (6) degrees centigrade. ATN also has a back-up power system in place in case of power outages.

The goal of ATN's quality assurance program is to ensure that all aspects of the testing laboratory be as error-free as possible. This includes specimen acquisition, processing, specimen storage, testing, data entry, reporting, and data storage.

The current average percentage of error rate for all four (4) centers in the Austin area is .38%, *or less than 1.0%*

ORIGINAL

Concentra Medical Centers
Response to Request for Proposals

Alcohol and Drug Testing Services

for

City of Austin, Texas
IFB No. JSD0005REBID

Concentra®
treated right

Due Date: December 20, 2011 ♦ 2:00 p.m. CST

Improving America's health, one patient at a time

Concentra Medical Centers
Response to Request for Proposal

Alcohol and Drug Testing Services

for

City of Austin

IFB No. JSD0005REBID

Due Date: December 20, 2011
Due Time: 2:00 p.m. CST

Response Contact:

Mikhail Koumoundouros
Area Sales Manager
Concentra Medical Centers
10200 North Broadway, Suite 200
San Antonio, Texas 78217
E-mail: Mikhail_Koumoundouros@Concentra.com

Office: 210.654.3018 **Fax**: 210.654.3731 **Mobile**: 210.452.7526

Concentra®

December 20, 2011

Jeff Dilbert, Buyer II
City of Austin
Purchasing Office, Municipal Building
124 W. 8th Street, Room 310
Austin, Texas 78701

RE: Invitation for Bid ("IFB") No. JSD0005REBID
Alcohol and Drug Testing Services

Dear Mr. Dilbert:

The City of Austin, Texas (hereinafter referred to as the "City"), desires an alcohol and drug testing services program, including random selection, Medical Review Officer (MRO) services, some on-site collection services with convenient locations and hours of operation. *As the current provider of choice, Concentra Medical Centers ("Concentra") has successfully delivered a variety of non-injury and injury care services to City of Austin's employees, including the services requested in the City's IFB.* As such, we have grown knowledgeable in the organization's guidelines and workplace culture, and regularly monitor the regulatory requirements applicable to the requested scope of services. With existing procedures in place and a background serving City of Austin's needs, Concentra possesses the resources and skills necessary to maintain a positive relationship and improve our current service offering to ensure we not only meet but exceed City of Austin's expectations.

After thoroughly reviewing the scope of work, Concentra is pleased to offer City of Austin a solution that provides the best overall value and successfully assists City of Austin reach its program goals. We will leverage our more than three decades of medical expertise and experience serving City of Austin to customize an offering that combines first-rate healthcare, experienced staff, and consistent reporting to deliver a successful and professional alcohol and drug testing program that complies with DOT regulations and meets City of Austin's specifications. *Concentra's goal is to remain City of Austin's "one stop source" for all of its healthcare needs.*

Overview of City of Austin. The capital city of the Lone Star State, Austin is a singular blend of conservative and liberal political leaders, high-tech entrepreneurs and hard-charging environmentalists, famous and soon-to-be-famous artists and musicians, university students and working-class families, small business owners and corporate executives, intellectuals and roller derby queens.

One unifying theme in Austin: creativity. Whether its application is political, social, spiritual, scientific, academic, entrepreneurial, or artistic, Austin deeply values innovation. In Austin, bonus points are awarded for breaking the old rules and delivering something fantastically new. The bottom line is what makes Austin different - and what positions Austin to enjoy continued growth and prosperity into the future - a core value. At the heart of it all, Austin is really about a simple, unifying idea: that creativity, in all of its forms, is the lifeblood of a dynamic, thriving, future-oriented city.

Concentra's Capabilities. Concentra has remained dedicated to our patients since our inception in 1979, and we continue to focus our efforts on *improving America's health, one patient at a time*. Today, Concentra is a leading provider of occupational medicine, urgent care, and preventive healthcare services in the United States. We offer an extensive menu of services and proficiently deliver quality healthcare services to more than 100,000 employers nationally, including in excess of 16,000 Texas-based clients. With our comprehensive service offering and expertise delivering quality medical services, Concentra is well equipped to perform the scope of services addressed in City of Austin's IFB.

Our Mission
Improving America's health, one patient at a time.

Our Vision
We will redefine the patient experience by treating individuals with welcoming, respectful, and skillful care.

We will raise the standard of health by putting individuals first, treating them with clinical excellence, and focusing on their ongoing wellness.

We will succeed through innovation and the expertise of our colleagues in an environment of trust, support, and community.

Our Core Values
A healing focus
A selfless heart
A tireless resolve

National Footprint and Local Presence. Our national footprint of more than 315 healthcare centers positions us at the forefront of delivering quality medical services to employers, employees, and individuals within the communities we serve. This, coupled with the strength of our local employer relationships, creates distinct advantages for our clients. *Concentra's infrastructure in Texas makes us the ideal provider for City of Austin.* Presently, we operate forty (40) freestanding medical centers in Texas, with four (4) locations in the Austin metropolitan area. Although City of Austin's employees have the option of utilizing any of our locations to meet their healthcare needs, Concentra proposes our *Austin North and Austin South* facilities to serve as the primary sites for this engagement. We assure that our medical center staff will perform all services in accordance with City of Austin's specifications and applicable regulations governing the requested scope of work.

Project Management and Program Support. To best serve the needs of our clients, Concentra draws from a pool of experienced, healthcare professionals to manage our clients' engagements and ensure the success of their healthcare programs. As part of our proposed Project Management Team, Concentra assigns *Mr. Mikhail Koumoundouros, Area Sales Manager*, to serve as customer service liaison between Concentra and City of Austin. In this role, Mr. Koumoundouros routinely monitors, tracks plan progress, and adjusts plans accordingly to ensure successful program outcomes. Further, he will collaborate with the additional members of the Project Management Team to ensure our proposed program proceeds smoothly and meets City of Austin's objectives. *Should City of Austin have any questions concerning our proposal, we respectfully request that City of Austin contact Mr. Koumoundouros via phone: 210.654.3018, or by e-mail: Mikhail_Koumoundouros@Concentra.com.*

Technical and Legal Considerations. Our proposal contains Concentra's Response to the services outlined in City's IFB, relevant attachments, and pricing information. We affirm all information contained herein is current, complete, and accurate. Our Legal and Risk Departments reviewed the terms, conditions, and insurance requirements outlined in City of Austin's IFB and made minor modifications to the language, which we include as Attachment A – Legal/Risk Modifications. Additionally, we include the City's required forms as Attachment B – City-Required Bid Documents for the City's review.

If City of Austin identifies Concentra as the successful bidder, we look forward to reviewing the proposed contract terms to ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both City of Austin and Concentra.

Concentra values City of Austin's consideration of our Response. We are confident that when City of Austin takes into account the combined factors of experience, capabilities, technology, infrastructure, project management, and price, Concentra will emerge as the clear choice for City of Austin's award. We take great pride in innovatively delivering unique, clinical solutions that surpass our clients' expectations. As such, in our role as City of Austin's provider of choice, Concentra desires to serve as a healthcare ally by bringing quality medical care to City of Austin and its employees.

Respectfully submitted,

Edward H. Bucknam
Executive Vice President, Chief Operating Officer

Attachment A
Legal/Risk Modifications

where applicable by state law and applies as respect to the insured entity

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB JSD0005REBID – Alcohol and Drug Testing Sevices

(1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

(1) The policy shall contain the following provisions:
   (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
   (b) Independent Contractor's Coverage.
   (c) Products/Completed Operations Liability for the duration of the warranty period.
   (d) ~~If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).~~

(2) The policy shall also include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
   (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
   (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
   (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
   (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

iv. Professional Liability Insurance. The Contractor shall provide coverage, at a minimum limit of $100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**: to the extent permitted by applicable law,

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. ~~The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.~~

B. ~~The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.~~

C. ~~In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.~~

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and

to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor without a reasonable time to cure (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

    A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

Attachment B
City – Required Bid Documents